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Volume VII

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ARCHÆOLOGIA AMERICANA.

ARCHÆOLOGIA AMERICANA.

TRANSACTIONS

AND

COLLECTIONS

OF THE

AMERICAN ANTIQUARIAN SOCIETY.

VOLUME VII.

PRINTED FOR THE SOCIETY.

1885.

JOHNSON REPRINT CORPORATION

New York • London

1971

11S 27.5.3 (7)

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REV. EDWARD EVERETT HALE, D.D., of Boston.
CHARLES DEANE, LL.D., of Cambridge.
NATHANIEL PAINE, Esq., of Worcester.
CHARLES AUGUSTUS CHASE, A.M., of Worcester.

Replacement

First reprinting 1971, Johnson Reprint Corporation

Johnson Reprint Corporation
111 Fifth Avenue
New York, N.Y. 10003, U.S.A.

Johnson Reprint Company Ltd.
Berkeley Square House
London, W1X6BA, England

Printed in the U.S.A.

NOTE-BOOK

KEPT BY

THOMAS LECHFORD, ESQ.,

LAWYER,

In Boston, Massachusetts Bay,

FROM JUNE 27, 1638, TO JULY 29, 1641.

CAMBRIDGE:
JOHN WILSON AND SON.
University Press.
1885.

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BY THE AMERICAN ANTIQUARIAN SOCIETY.

INTRODUCTORY NOTE.

THE Council of the American Antiquarian Society determined many years since to include LECHFORD'S NOTE-BOOK in its publications. Mr. SAMUEL JENNISON, so long an active officer of the Society, had obtained the original manuscript from a friend, and had devoted much time to its study. He had made a beginning in preparing it for the press at the time of his death.

It will readily be seen that it is one of the most valuable documents which have been preserved, of the history of the first generation of Massachusetts. It is the daily record of the work done in the office of the only professional lawyer in the colony. His duties brought him into close relations with people of every class; and in more than one instance his memoranda throw light on social customs, on questions of local geography, on points of family history, and on the development of the political life of the country. Poor Lechford's own character, and the circumstances, almost pathetic, of his controversies with the leader of the colony, and of his return to England, are all elucidated in the volume.

The Council thanks all the gentlemen who have been connected with the publication of the volume for the interest which they have taken in it; and especially our associate, Mr. Samuel Jennison, of Boston, the present owner of the original manuscript, for permission to print it. It would not even now be published but for the personal care and attention of our lamented friend Judge FOSTER, who studied, with a lawyer's sympathy, these memorials of the life of the first New England lawyer. But for his death the volume would have been earlier completed.

The expense of printing has been partially met by a special subscription among the members of the Society, the Publishing Fund being unfortunately so small that the expense of printing the regular "Proceedings" of the Society exhausts all its income.

For the Committee of Publication,

EDWARD E. HALE.

BOSTON, *September* 17, 1885.

EDITOR'S NOTE.

SOME years ago the late Mr. Samuel Jennison began the work of transcription and preparation for publication of Lechford's *Note-book*, but was unable to carry it to a conclusion. Mr. J. Hammond Trumbull afterwards prepared a portion of the *Note-book* for publication, but did not finish it, owing to his work in his edition of Lechford's *Plain Dealing*.

Two years or more ago the late Judge Foster desired to publish the *Note-book* for the American Antiquarian Society, and with his son, Mr. Alfred D. Foster, did much in the way of preparation. Finding, however, that he was unable to continue the work through the pressure of his professional duties, Judge Foster requested me to take the work in the state in which it then stood and see it through the press.

This I have now done; and after many vexatious delays the *Note-book* has reached publication. My own work has been in the line of an arranger and compiler of the work of others, as well as in that of original research. All the indexes, abstracts, notes, and other papers drawn up by Mr. Jennison, Mr. Trumbull, Judge Foster, and Mr. A. D. Foster were put into my hands, and I have found them of the greatest use. The translation of the short-hand was done in great part by Mr. Trumbull, and partly by Mr. William

P. Upham. The notes to the first one hundred pages, prepared by Mr. Trumbull for his projected edition, have been bodily transferred by me, with such corrections as that gentleman desired to make. Such notes are marked with a [T].

I have had at every step in my work the careful guidance and assistance of my father, the Rev. Dr. Edward E. Hale, who has given much of his time to a careful revision of the proofs, as well as most unfailing sympathy and interest to every portion of the work. I must also gladly acknowledge the kind and useful assistance rendered by Mr. John Ward Dean, Mr. J. Hammond Trumbull, Dr. Samuel A. Green, Mr. Charles Deane, Mr. William S. Appleton, Mr. Edmund M. Barton, librarian, and Mr. Reuben Colton, assistant librarian, of the Society, in supervising and correcting the proof-sheets of a great part of the volume. I should like also to thank very cordially Mr. George Lamb, Mr. William B. Weeden, Mr. Henry H. Edes, and Mr. Nathan Matthews, Jr., for assistance given in matters with which they were especially conversant.

The Introductory Life is that prepared by Mr. J. Hammond Trumbull for his edition of the *Plain Dealing*. With his consent, at the suggestion and desire of Judge Foster, and through the courtesy of Mr. William P. Lunt, it is now prefixed to this edition of the *Note-book*.

EDWARD EVERETT HALE, JR.

MATUNUCK, R.I., *August* 1, 1885.

A SKETCH

OF THE

LIFE OF THOMAS LECHFORD.

BY J. HAMMOND TRUMBULL.

OF the birth and parentage of Thomas Lechford, or of his early life, I have no certain knowledge. His surname is that of a family which, at about the middle of the sixteenth century, became seated at Leigh, near Reigate, in the county of Surrey, where Henry Lechford, great-grandson of a Thomas Lechford who lived in the reign of Edward IV. (1461–1482), bought the manors of Shellwood and Charlwood, with other estates. This Henry dying Sept. 27, 1567, left a son, Richard, born in 1547, who was knighted. Sir Richard Lechford was twice married: first, to Ann, daughter of George Lusher, by whom he had two sons, John and *Thomas;* and, secondly, to Eleanor, daughter of William Morgan, of Chilworth, Esq. Henry, a son of the second marriage, died in 1606, before his father, but left a son, Richard (born about December, 1594), who inherited the estates of his grandfather on the death of the latter, July 10, 1611. John and Thomas, above named, sons of Sir Richard by his first wife, were living in 1606, when they are named in a deed of settlement by their father on his second wife and her children.[1] Their nephew, Richard Lechford, was knighted by James I. Early in the reign of Charles I. he was enrolled in the band of "Gentlemen Pensioners," who constituted the king's body-guard. Like many other courtiers of his day he became a Roman Catholic, and

[1] Manning and Bray's *History of Surrey*, ii. 181, 184–185, 188.

found his new religion no bar to royal favor, notwithstanding the unabated severity of the laws against "popish recusants." His eldest daughter, Letitia ("alias Bridget," as she is named in the record), remained a Protestant, and about 1633 was confirmed in the Church of England, to the great displeasure of her father.[1] Not long afterwards, while Sir Richard was in attendance upon the king in his journey to Scotland, this daughter Letitia and a younger sister Mary, who had been placed under the care of an aunt living near London, were detained by warrant from the High Commission when about to sail from England for some foreign port. Their father alleged that they had embarked without his knowledge, and were attempting to escape from his authority; but another and more probable version of the story is given by a well-informed writer (the Rev. George Gerrard, the gossiping London correspondent of the Earl of Strafford), in a letter dated May 1, 1634:[2] —

"Sir Richard Lashford,[3] a pensioner in ordinary was sending two of his daughters to the nunneries beyond the seas; being to take shipping in some of the Kentish ports, they were stopp'd and sent back to London. My Lord's Grace of Canterbury [Laud] being made acquainted with it sent for the father, who offered to give caution that they should not go out of England; but my Lord asked him, whether he would engage himself that they should conform themselves to the religion of the Church of England, which he refused. He asked then of him, of what religion he was? He said, A Romish Catholick, and but lately converted. He offered him both the Oaths, which peremptorily he refused. The Archbishop then told him, he was not a fit servant to be of the King's principal guard, that would not take the oath of allegiance unto his Majesty. Since he hath been brought before the Lords, absolutely put out of his place, and another sworn into it."

[1] *Calendar of Brit. State Papers* (Domest. Ser., Charles I.), 1633–1634, pp. 23, 348, 536, 581.

[2] Strafford's *Letters and Dispat.*, i. 242.

[3] So the name appears to have been generally pronounced, and was occasionally written. Evelyn (*Diary*, ii. 56, Bohn's edit.) mentions, under date of Sept. 13, 1670, going "to visit Sir Richard Lashford, [his] kinsman." Elsewhere, we find the same name written *Leecheforde*. See note 2 on the next page.

A few weeks afterwards the same correspondent wrote:[1] —

"The Pensioner, Sir Richard Lashford, was again called before the Lords, when the oath of allegiance was again offered to him, but he utterly refused it. So order was given to the Attorney to indite him in the King's Bench of a Premunire; but being brought thither, he took it before the Judges, which if he had done before, 't is likely he had not been put from his Pensioner's place."

In other words, the influence of the court upon the judges, or a "letter of grace and protection," such as the king about this time was accustomed to grant to his courtiers who were papists, would have stayed proceedings against him for recusancy.

In November, 1634, Sir Richard sold the manor of Shellwood and other estates in Surrey, and subsequently resided at or near Dorking (in the same county), where he died Sept. 14, 1671.[2]

The recurrence of the name of *Thomas* in several generations of the Lechfords of Shellwood; the fact that the surname was by no means common, and does not appear to have been represented in England by any other family than this, of the rank of gentry; with other considerations which it is unnecessary to mention here, — render it highly probable, in fact nearly certain, that the author of *Plain Dealing* and the possessor of this now printed *Note-book* was of this stock, and nearly related to the last-mentioned Sir Richard Lechford, Knt., 1634.

In the address "To the Reader," in *Plain Dealing*, Thomas Lechford describes himself as "a student or practiser at law." An entry in the *Note-book*[3] shows that he had been a member of Clement's Inn *before* he came to New England; and he

[1] Strafford's *Letters and Dispat.*, i. 261.

[2] Manning and Bray, i. 586. The arms confirmed to "Sir Richard Leechforde of Shelwood," Nov. 22, 1605, by W. Segar, Garter, are thus blazoned: *Sable*, a chevron betw. three leopards' heads, *argent*. Crest, on a wreath of the same colors, a unicorn's head erased, *argent*, maned, bearded, and horned *or*, bearing on the same a serpent proper. Howard's *Miscel. Geneal. et Herald.* (Oct. 1866), p. 54.

[3] See *post*, p. 117.

resumed his residence there after his return to London, in 1641, as the titlepage of *Plain Dealing* informs us. In an order of the General Court of Massachusetts, made in 1647, he is described as "an ordinary *solicitor* in England."[1] It does not appear that he was ever called to the bar. The Inns of Chancery, of which Clement's was one, were so called "probably because they were appropriated to such clerks as chiefly studied the *forming of writs*, which was the province of the cursitors, who are officers of chancery, and such as belong to the courts of common pleas and king's bench."[2] In Stowe's time they were "chiefly filled with attorneys, solicitors, and clerks." By an order of the judges, April 15, 1630, "attorneys and solicitors, which are but ministerial persons of an inferior nature," though permitted to occupy chambers in the inns of chancery, were excluded from the inns of court, and consequently from a call to the bar.[3] In his defence before the court of magistrates at Boston, in December, 1640,[4] Lechford said of himself: "I am no pleader by nature; oratory I have little, . . . and if I had never so expert a faculty that way, I should not now use it, . . . and as for the other part of pleading which consisteth in *chirography*,[5] *wherein I had some little skill*, I do not desire to use any of that," etc.

When Hugh Peters was lecturer in St. Sepulchre, in London, before the persecution of Laud drove him to Rotterdam, in 1629 or 1630, Lechford was one of his hearers, and "hung upon his ministry," as he expresses it in a letter to Peters, written in 1639.[6] Some years later, he was in Ireland, with Sir Thomas Wentworth (afterwards Earl of Strafford), then

[1] *Mass. Col. Records*, ii. 206.

[2] Herbert's *Inns of Court and Chancery*, p. 169.

[3] Dugdale's *Origines Judicales*, p. 320.

[4] See *post*, pp. xxv, 176.

[5] This word appears to be used here in its more modern sense, for the business of a draughtsman and scrivener. In the old law, a chirographer signified "him in the Common Pleas office (*in Communi* Banco) that ingrosseth Fines in that Court acknowledged . . . and that writeth and delivereth the *Indentures* of them unto the parties" (Minsheu, 1627); and a chirograph was a bill, bond, or deed indented, written in the maker's own hand.

[6] See *post*, p. 29.

lord deputy. In what capacity he went, or how long he remained there, does not appear.[1] In 1640, when he contemplated departure from New England, he wrote to one of his correspondents that he was desirous to return to Ireland, "there to follow his old profession, where he had some hope of friendship."[2]

In the address "To the Reader" of *Plain Dealing*, he alludes to the fact, "well knowne unto many, that heretofore he suffered imprisonment, and a kind of banishment . . . for some acts construed to oppose, and as tending to subvert Episcopacie, and the settled Ecclesiastical government of England." His offence, as we learn from a couple of lines in Mr. Cotton's *Way of Congregational Churches cleared*, was his witnessing against the Bishops, in soliciting the cause of Mr. Prynne. In the judgment of Laud and of the High Commission, his crime could hardly have been greater, or have merited more severe punishment. Prynne, a barrister of Lincoln's Inn, had drawn upon himself the vengeance of the archbishop, by the publication, in 1633, of *Histriomastix*. He was indicted in the Star Chamber, found guilty of a libel, and condemned to a barbarous punishment, to be followed by imprisonment for life, for the crime of railing "not only against Stage Plays . . . but farther in particular against Hunting, Publique Festivals, Christmas-keeping, Bonfires and Maypoles," etc.[3] His *real* offence (as Hume suggests) was probably that he had, "in plain terms, blamed the hierarchy, the innovations in religious worship, and the new superstitions introduced by Laud." Four years afterwards, a renewal of this offence called for a yet more vindictive prosecution in the same court. On the 14th of June, 1637, he, with Henry Burton, bachelor of divinity, and John Bastwick, a physician, was tried and convicted of "writing and publish-

[1] Wentworth was appointed lord deputy in January, 1632, but did not go to Ireland until July, 1633. In June, 1636, he came to London, remained about six months in England, and returned to Dublin in November. He was not again in London until September, 1639. In December, 1639, he was created Earl of Strafford and Lord Lieutenant of Ireland (Strafford's *Letters and Dispatches*, i. 63, 84; ii. 430, 431; Nalson's *Collection*, i. 280).

[2] See *post*, p. 159.

[3] *Rushworth*, ii. 220.

ing seditious, schismatical, and libellous books against the hierarchy of the Church." They were sentenced to lose their ears in the pillory, to be fined £5,000 each to the king, to perpetual imprisonment in three remote places of the kingdom; and Prynne to be branded on both cheeks with the letters S. L., for a "Seditious Libeller." This barbarous sentence was executed in the palace yard at Westminster, June 30; "a spectacle no less strange than sad, to see three of several professions, the noblest in the kingdom, Divinity, Law, and Physick, exposed at one time to such an ignominious punishment, and condemned to it by Protestant magistrates, for such tenets in religion as the greatest part of Protestants in England held, and all the reformed churches in Europe maintained."[1] Immediately after summons was issued for Prynne's appearance before the court, he was shut up close prisoner, refused the use of pen, ink, or paper, and not permitted to consult counsel until very shortly before his trial. In his speech to the court he said: "I was deserted of all means by which I should have drawn my answer. . . . I had neither pen, ink, nor servant to do any thing for me; for my servant was then also close prisoner, under a pursuivant's hands." All who rendered the slightest service to Prynne or his fellow-offenders fell under condemnation. "One Gardener," a scrivener or clerk, who wrote from Prynne's dictation a petition to his judges, was apprehended, subjected to fourteen days imprisonment, and compelled to give a bond for appearance when called. His counsel, Holt and Tomlyns, did not dare to subscribe his answer, after it was drawn and engrossed. After the execution of his sentence, some of his friends visited him in Chester, on his way to his prison at Caernarvon. Those who had so offended were summoned before the Privy Council, cited into the High Commission at York, imprisoned and fined, and enjoined to make a public recantation.[2] It is not surprising that Lechford, for "soliciting" in Prynne's cause or otherwise assisting his defence, should have been severely dealt with. Of his punishment we know no more

[1] May's *Hist. of the Parl.*, b. i. ch. 7. [2] Hargrave's *State Trials*, i. 482, 501.

than he himself has told us,—that he "suffered imprisonment and a kind of banishment."

Lechford landed in Boston one year and thirteen days after Prynne's trial in the Star Chamber. Four years and five months after the trial (Nov. 16, 1641), he dated his "Quæres about Church government" from his chambers in Clement's Inn, and, on the first page of *Plain Dealing*, speaks of "having been forth of his native country *almost* for the space of four years last past." The inference, from comparison of these dates, seems to be, that he left England in the autumn or winter of 1637, but did not then sail directly for Boston. His imprisonment could not have been of many months duration.

In the letter to Hugh Peters, before cited, he writes:—

"Being thrown out of my station in England . . . I forsook preferment in a Prince's court that was offered to me, who of Christian princes is the chiefe for godliness (as I was assured), Georgius Ragotzki, Prince of Transylvania and Lord of Lower Hungary, successor to Bethlem Gabor. Likewise the Lords of Providence offered me place of preferment with them which I will not name. Hither I have come, and the Lord knows my heart! fain would I join with your Churches."

I have not been able to discover the time or place of Lechford's embarkation for New England, nor in which of the twenty ships which brought three thousand passengers to Massachusetts in the summer of 1638[1] he came. The *Note-book* begins with the date of his arrival:—

"Boston in New-England, 27° 4′ the day of my landing—1638."

From some allusions in his letters, especially a reference to conversation "on ship-board," I infer that he came fellow-passenger with Mr. Edmund Browne, afterwards minister of Sudbury, and, perhaps, with Emanuel Downing,[2] the brother-in-law of Governor Winthrop.

[1] *Winthrop*, i. 268.

[2] Yet I find elsewhere no earlier mention of Downing's arrival than that in the records of the Court of Sept. 6, 1638 (*Mass. Records*, i. 236). Mr. Savage had apparently overlooked that reference when he wrote the note to *Winthrop*, i. 274.

From succeeding pages of his *Note-book* we gather some — but scanty and unsatisfactory — knowledge of his domestic relations. His wife is mentioned in 1639 and afterwards; and, as no evidence has been discovered of his marriage on this side of the water, we infer that she accompanied him from England; but he nowhere gives any information of her family, nor even introduces her Christian name. In July, 1640,[1] he writes: "I have not yet here an house of my owne to put my head in, or any stock going." He lived in a house, or part of a house, hired of Nathaniel Micklethwaite, of Boston, who was, I think, the agent or factor in New England of Richard Hutchinson, of London, and perhaps of Edward and William Hutchinson after their removal to Rhode Island.

It appears that he paid his rent until August, 1639, to Samuel Hutchinson, and subsequently to Mr. Micklethwaite, whose signature appears, on a page of the *Note-book*, to the lease of "the chamber etc.," at £5 per year, from Sept. 1, 1639. From the fact that the name of Thomas Savage often occurs as a witness to instruments drawn by Lechford, I conjecture that he was a near neighbor, or perhaps a fellow-tenant under the same roof. Occasional entries like the following give glimpses of the interior of "the chamber etc.," and of Lechford's manner of living: —

1639.	*June.*	"Borrowed of Mr Story about a month since 2ll & halfe of the best suger at 2sh the pound	5s	5d
	April.	"Recd of Mr. Keayne for a silver laced coate and a gold wrought cap	2l 10s	
	May.	"Received of Mr. George Story 4 yards and halfe a quarter of tuft holland to make my wife a wastcoate at 2s 8d per yarde	11s	
1640.	*Jan.* 31.	"I payd Nathaniel Heaton for full of writings & cutting wood	5s	
	Feb. 1.	"I payd John Hurd, delivered to his wife by Sara our mayd, for making my wife's gowne	8s	

[1] *Plain Dealing*, p. 69.

1640. *Feb.* 1. "I payd Thomas Marshall before hand for wood, delivered by my wife to his wife in the 10 moneth last past [Dec. 1639] £1
Since which time I had of him 6 loads of wood at 5ˢ so I owe him 10ˢ

Jan. 12. "Received of Mr. Keayne 6ˡˡ of Spanish tobacco upon account. And I owe him 1 load of wood, a good load.

"I payd Mr. Burton for malt, cheese and irons, £1. — and owe him 8ˢ 9ᵈ — in 10ᵗʰ [month] last.

1641. "Mary Sherman came to my wife the twelveth day of Aprill, 1641."

Almost from the hour of his landing at Boston, he was regarded with distrust by those whose influence prevailed in state and church. First, because of his *profession;* for to "some of the magistrates," and doubtless to Governor Winthrop himself, the employment of "lawyers to direct men in their causes" seemed more objectionable than the custom of obtaining advice from the judges on an *ex parte* statement before the public hearing of the cause.[1] Winthrop himself, Bellingham, Humphrey, Dudley, Downing, — and perhaps Pelham and Bradstreet, — had been students of law in England; but on this side of the Atlantic their legal knowledge was not called into requisition except as it contributed to qualify them for seats in the Court of Magistrates or as legislators for the new colony; "no advocate being allowed,"[2] and the exercise of the profession of an attorney being discountenanced so far as possible without absolute interdiction.

But Lechford was not only *professionally* but *doctrinally* objectionable. Though he came to New England, as he says, with a disposition to "lay aside all by-respects, to join with the Church here," "he could not be satisfied in diverse particulars," and "desired to open his mind in some material things of weight concerning the Christian faith" wherein he differed from the received belief of the Massachusetts churches. He was not long in giving to these points of difference more than

[1] *Winthrop*, ii. 36. "No judge can be wise enough to decide always with satisfaction to both parties," observes Mr. Savage, "after privately hearing, and of necessity, as it were, undertaking the cause of one, before issuing process."

[2] *Ibid.*

a sufficient prominence. On his passage hither, he had discussed them with his fellow-passengers; and before, or soon after, his arrival, he made a written statement of his opinions and the arguments by which he sustained them, and placed the paper in the hands of Mr. Downing.[1] These opinions, which he tells us he "did not lightly or hastily take up, but upon good grounds and mature deliberation, long before he ventured to betake himself into these parts of the world,"[2] involved what magistrates and elders held to be fundamental errors, and such as prevented his reception to church fellowship. These errors, as stated by Mr. Cotton, were: "1. That the Antichrist described in the Revelation was not yet come, nor any part of that Prophecy yet fulfilled from the 4th chapter to the end. 2. That the Apostolick function was not yet ceased; but that there still ought to be such, who should by their transcendent Authority govern all churches."[3]

Lechford himself conceived that his opinions on these controverted points "might be held, or not held, *salva fide*" and without impediment to church fellowship with those of opposite belief. Indeed modern orthodoxy, even of the most rigid type, would hardly insist on the identification of the pope of Rome with the prophetical antichrist, and a denial of the permanency of the apostolic function, as essential prerequisites to church communion, or for the elective franchise. But to the elders of the Bay, in 1638, — when the churches had not yet escaped the dangers of Antinomianism nor been thoroughly purged of all the eighty-two errors condemned by the synod of the year previous, — every deviation from the established creed was matter of grave importance. Moreover, although Lechford professed a disinclination to controversy, he certainly took no great pains to avoid it; so that before he had been many weeks in the Colony his peculiar views were somewhat widely made known, not only through oral discussions, but by means of two or three manuscript volumes of his composition, which

[1] Letter to Edmund Browne. See *post*, p. 28.
[2] Letter to Hugh Peters. See *post*, p. 30.
[3] *Way of Congr. Churches cleared*, pt. i. p. 71.

he had tendered for the perusal of some of the jealous guardians of orthodoxy in the churches.

In the letter to Hugh Peters, before quoted, Lechford writes: "I showed you my books: you had not leisure to peruse them. I likewise, long before, showed my main book to Mr. Cotton. He had not leisure to read it; and the first draught of that *Of Prophesie*, it lay in his house at least five weeks." Peters had too much work before him, in New England and Old, for wasting his time over the crude speculations of an honest but narrow-minded enthusiast; and Mr. Cotton was perhaps less zealous in heresy-hunting, if not more tolerant of error, than before his own narrow escape from the censure of the synod of 1637 for an imputed taint of Hutchinsonianism. If Lechford had gone no farther to look for readers and provoke criticism, he might have fared better, — might have found a way at last to the fellowship of the churches and the favor of magistrates, and have lived and died in Massachusetts, in comfortable circumstances and with a more favorable opinion of "rigid separations" and "electorie ways" than he has expressed in *Plain Dealing*. But, in an evil hour, he sought counsel of the deputy-governor, Thomas Dudley, a man whose conscientiousness was as morbid, his vision as narrow, and his prejudices as strong as Lechford's own; who was so zealous for the purity of the faith that he magnified to a mountain every mole-hill of error, and saw in the toleration of new opinions a "cockatrice's egg,"

> "To poison all with heresy and vice."

"After the court here ended," wrote Lechford to Hugh Peters, in January, 1639, "I delivered [my book] *Of Prophesie* to Mr. Deputy, to advise thereof as a private friend, as a godly man and a member of the Church, whether it were fit to be published. The next news I had was, that at first dash he accused me of heresy, and wrote to Mr. Governor that my book was fitter to be burned. . . ."

The Court to which Lechford refers was probably the Quarter Court held at Boston, Dec. 4, 1638. On the eleventh of the same month Dudley wrote from Roxbury to Winthrop: —

"Sir. Since my cominge home, I have read over Mr. Lechford's booke, and finde the scope thereof to be erroneous and dangerous, if not hereticall, according to my conception — His tenet beinge that the office of apostleship doth still continew and ought soe to doe till Crist's coming, and that a Church hath now power to make apostles as our Saviour Crist had when hee was heere. Other things there are, but I pray you consider of this, and the inseparable consequences of it: I heare that Mr. Cotton and Mr. Rogers know somethinge of the matter, or man, with whome you may if you please conferre: I heare also that hee favoureth Mr. Lentall[1] and hath so exprest himselfe since Mr. Lentall was questyoned by the ministers: It is easyer stoppinge a breach when it begins, then afterwards: wee sawe our error in sufferinge Mrs. Huchinson too longe. I have sent you the booke herewith that in stead of puttinge it to the presse as hee desireth it may rather be putt into the fire as I desire: But I pray you lett him know that I have sent the booke to you, that after you have read it (which I think you said you had not yet done) it may be restored to him. . . . I suppose the booke to be rather coppyed out then contryved by Mr. Lechford, hee beinge I thinck, not soe good a grecyan and hebritian as the author undertakes to be."[2]

Either Winthrop's zeal was less lively, or he saw less danger in the new heresy and its "inseparable consequences" than his colleague. Before the end of the month Dudley wrote again: —

"For Mr. Lechford and his booke, you say nothing, and I have since heard that the worst opynion in his book (which I thinck I shall proove to be heresy) is taken upp by others. Nowe seeing that this is the way Sathan invades us by (viz. new opynions and heresyes) it behooves us to be the more vigilant, and to stirr upp our zeale and stopp breaches at the beginninge, least forbearance hurt us as it did before."[3]

Lechford's character appears in a very favorable light in his comment on the course pursued by Mr. Dudley. After

[1] See *Plain Dealing*, pp. 22, 41, and notes 78, 144. Mr. Lenthall was "questioned by the ministers," Dec. 11, 1638, at a conference (held at the house of Captain Israel Stoughton, in Dorchester), of which some manuscript notes, taken by Robert Keayne, have been preserved.

[2] *Proceed. Mass. Hist. Soc.*, 1855–1858, pp. 311, 312.

[3] Dudley to Winthrop, Dec. 29, 1638, in 4 *Mass. Hist. Coll.*, vii. 111.

disavowing the chief heresy imputed to him, "though indeed my words might have been so strained," he adds:—

"I speak according to my light, and dare do no otherwise. If hotly [pressed by?] Mr. Deputy, I impute it to his zeal against errors: I am not angry with him for it. But when I saw seven shepherds and eight principal men called out against me, as if I were an Assyrian [the allusion is to Micah v. 5], I thought there might be something in me to be reproved, and that it concerned me to look about me. I dealt plainly. . . . Thereupon my book was referred to the consideration of the Elders."

This reference to the elders was the occasion of his addressing to Hugh Peters, Jan. 3, 1638–1639, the letter from which several extracts have been introduced. In an interview with some of the magistrates he had "intimated a word of [his] *other* main book," treating of Antichrist and of the millennial kingdom of Christ. "They all now press me to produce *that*. I told them it was not ready for their view: I must fair write it, and alter some things: yet at length, upon promise that I should have it again (for if it be no error, I will not part with it for £100) I promised to let them see it. I have accordingly left it to Mr. Deputy and the Governor (who also desired to see it)." This book, with the one *Of Prophesie*, was to be submitted to an assembly of the Elders; and Lechford writes to request Mr. Peters that he would himself be one of the council, "Mr. Ward another, and Mr. Parker of Newbury; and that Mr. Norton and Mr. Phillips may likewise be called;" who should "soundly and maturely advise and consult of the matter," with "all lawfull favour" to the writer.

I find no subsequent mention of this council, unless it be referred to by Mr. Cotton, in the passage already cited (from the *Way of the Congregational Churches cleared*, pt. i. p. 71), where Lechford is said to have been "dealt withall both *in conference* and (according to his desire) in writing." Neither mode of dealing was effectual to convince him of error, nor would the elders admit that his opinions might be held "*salva fide*." So he was compelled to remain without the church;

and exclusion from church fellowship carried with it exclusion from the privileges of a freeman and disqualification for civil office.

His professional ability was not inconsiderable; but the field for its exercise was restricted. "Kept from all place of preferment in the Commonwealth," he was "forced to get his living by writing petty things, which scarce found him bread," as he complained to his friends in England, after two years' residence here.[1] Though his imputed heterodoxy did not prevent his occasional employment, by those of sounder faith, as a conveyancer, scrivener, or draughtsman, his receipts for such professional services were pitifully small. His *Note-book* contains not only the record of every instrument drawn by him while he was in this country, but an account of the compensation he received; from which it appears that his professional income, for the two years after his arrival, was a little more than £47; about £9 of which was in debts remaining unpaid in July, 1640.

In June, 1639, when he had been nearly a year in Boston, he presented to the General Court certain propositions[2] for the regulation of civil actions and for the recording of judicial proceedings. He had perhaps been encouraged to hope — for he states that his propositions were "made upon request" — that the Court, notwithstanding his ineligibility to public office, would employ his services in the humbler capacity of clerk or public notary, and provide for his support by giving him work to do for which his studies and experience peculiarly qualified him. His application was not successful. "The Court was willing to bestow employment upon me," he writes, "but they said to me that *they could not do it for fear of offending the churches, because of my opinions.*" Whereupon he thought good to propose to them certain propositions, which the reader will find set down at large in the *Note-book*, p. 58.

It was in response to this application, probably, that he was "dealt withal, *according to his desire*, in writing," as Mr. Cotton has mentioned. Whether or not the Court gave favor-

[1] *Plain Dealing*, p. 69. [2] Printed in *Plain Dealing*, pp. 29, 30.

able consideration to the proposition by which Lechford engaged himself to refrain from controversy for twelve months, on consideration of receiving employment, does not appear. But whatever good intentions in his behalf the magistrates, or some of them, may have had, were counteracted by his own imprudence.

In the summer of 1639 he was employed by William Cole and his wife Elizabeth, for the prosecution of an action against her brother, Francis Doughty, of Taunton, whom she charged with having defrauded her of her marriage-portion and her share in their father's estate. To the preparation of this case the *Note-book* shows that Lechford gave much attention.[1] On the trial before a jury, at the Quarter Court in September, his zeal for his clients betrayed him into an indiscretion (to use no harsher term) which subjected him to the deserved censure of the court, and gave occasion — not wholly displeasing to the magistrates, perhaps — to prohibit him from the exercise of the profession of an advocate, to which, as has already been intimated, he does not appear to have had any legitimate title. The order of the Court is in these words: —

"Mr. Thomas Lechford, for going to the Jewry & pleading wth them out of Court, is debarred from pleading any man's cause hereafter, unlesse his owne, and admonished not to p'sume to meddle beyond what hee shalbee called to by the Courte."[2]

Lechford submitted in a good spirit to this censure. A few days after receiving it, he presented to the General Court a petition for pardon, with a frank confession of his fault. Of this petition he has preserved a copy in his *Note-book* (p. 117), which is well worth reading, as characteristic of the man. His submission was probably accepted by the Court, and he was suffered to return to the practice of his profession as an attorney, which, under the restrictions imposed upon it, promised little improvement of his "low and poor estate."

In the autumn and winter of 1639 he received some slight assistance, in the way of employment, from the magistrates.

[1] See *post*, p. 171. [2] *Mass. Col. Records*, i. 270.

For Mr. Endicott, he had written "The Court booke[1] at 16[d] a sheete, 102 sheetes," and received £6 16*s.* some time in June or July. In November, after the surrender to Massachusetts of the Dover patent, he wrote "For the Country: The writing of receipt of the Inhabitants of Dover and Kittery and Oyster River into the Protection of this Jurisdiction: The Commission to Mr. Bradstreete for those places: The institution and limitation of the Councell of this Jurisdiction: Another of the same: *Charta libertatis:* The Act of the publique and private tenure of land: The division of the Plantation into shires:" for all which he received the sum of *eleven shillings.*[2] Not long afterwards he was employed in the more important task of transcribing the "breviat of laws," subsequently adopted, with some amendments, as the Body of Liberties.[3] While engaged in this work, — which in his hands we may be sure was something more than that of mere transcription, — he could not resist the temptation, or, as he chose to express it, "he conceived it his duty, in discharge of his conscience," and "as *Amicus curiae*, with all faithfulness to present" to the Governor and magistrates his objections to certain laws proposed to be embodied in the code.

In May, 1640, in "a paper *intended* for the honored John Winthrop," he expressed his convictions of the advantages and the necessity of submission to the King, and acknowledgment of the authority of the Church of England, "if it be but by way of advice;" frankly confessing that for himself he "disclaimed Parker" and "inclined to Hooker and Jewel as to government."[4] After this paper was drawn, Dudley was elected

[1] I cannot learn that this copy of the "Court Book" has been preserved. It was undoubtedly a transcript of the Colony Records, made for Mr. Endicott's own use or for that of the Salem Quarter Court. A. C. Goodell, Esq., of Salem, to whom I applied in the hope of discovering some trace of this volume, calls my attention to the agreement of the number of "sheets" with the folios of the Colony Records, from the first court at Charlestown, Aug. 23, 1630, to the end of the Quarter Court at Boston, June 4, 1639, making 202 pages (55–256 of the first volume of the Manuscript Records of the Governor and Company; pp. 73–268 of the *printed* Records), or 101 folios.

[2] See *post*, p. 139.

[3] See *Plain Dealing*, pp. 27 and 31.

[4] *Plain Dealing*, pp. 34–37.

governor; and it is not likely that Lechford transferred to him the good advice prepared for Governor Winthrop.

The year during which he had conditionally promised to keep silence, "saving to the Elders," on matters of difference between himself and the churches, had now expired. He had been "seriously dealt withal," and had been indulged in his desire for "reasons in writing."[1] But his hope that "in some good time the reverend Elders and himself might come to a perfect, or at least a fair understanding," was less and less likely to be realized. He was becoming more dissatisfied with the condition of affairs in New England, both in church and commonwealth. In July, 1640, he wrote to England: "I know my friends desire to know whether I am yet of any better mind than some of my actions about the time of my coming away did show me to be. I do profess that I am of this mind and judgment, I thank God: that Christians cannot live hapily without Bishops, as in England, nor Englishmen without a king. Popular elections indanger people with war and a multitude of other inconveniences."[2] Of the people of Massachusetts he says, "I am not of them, in church or commonweal. Some bid me be gone: others labor with me to stay fearing my return will do their cause wrong; and loth am I to heare of stay, but am plucking up stakes with as much speed as I may, if so be I may be so happy as to arrive in Ireland, there at least to follow my old profession," etc. "Some silence my letters and will not dispute with me, I think either out of distrust of me, or else despaire of their cause; some cry out of nothing but Antichrist and the Man of Sin. . . . But few know my full mind in some things of weight whereof I do professe I was ignorant and misled in England. You may wonder how I am now reformed," etc.

"I never intended," he writes, "openly to oppose the godly here in anything I thought they mistooke."[3] If he maintained some reserve in the expression of his "full mind in some things," he certainly made no secret of his dislike of "electory

[1] See *ante*, p. xx; and *Plain Dealing*, p. 77.

[2] See *post*, p. 159, and cf. *Plain Dealing*, pp. 68, 69.

[3] See *Plain Dealing*, p. 77.

ways" and of congregationalism, as is evident from the advice which he proffered to the Governor and magistrates, and from his queries propounded to the Elders of Boston, which challenged a discussion of the nature and constitution of a church and the validity of congregational ordination.

That his opinions, and his zeal in advocating them, made him obnoxious to the magistrates as well as to the Elders is no matter of surprise. When the course which had been taken with others who had similarly offended is considered, — when it is remembered that not only had teachers of doubtful orthodoxy, like Roger Williams and Wheelwright and Mrs. Hutchinson, been banished from the jurisdiction, but laymen of influence and position, like Stoughton and Aspinwall and Coggeshall, when suspected of a taint of heresy or "sedition," had been as summarily and as severely dealt with, — the leniency shown to Lechford is remarkable. It could hardly have been from motives of policy — only his own vanity could have suggested that it was from "fear his return would do their cause wrong" — that he was suffered to remain so long unmolested. It must rather have been owing to a conviction of his honesty, his conscientiousness, and possibly to his lack of influence and the slight danger of infection by his teachings. It would not be easy to find in the first fifty years of the history of Massachusetts another instance of so great tolerance of opinions so radically opposed as were Lechford's to the views of the founders of the colony, and so subversive of the constitution of civil government and of the church polity they sought to establish in New England. He was neither a freeman nor a church member, not even a householder; in the eye of the law he was merely a "transient person," who might be driven away with slight ceremony. His calling made him unwelcome; his creed, in the judgment of others besides Thomas Dudley, was "erroneous and dangerous, if not heretical." He questioned the validity of any non-episcopal ordination, and saw, in the exercise by the people of the right to elect their own rulers, the root of all evil. He would not acknowledge "a church without a bishop," and did not hesitate to express his belief that all was going wrong, and must

go worse in "a state without a king." In the complacent consciousness of his own clearer light and well-grounded convictions, he felt it to be his duty to point out to Governor Winthrop, to Mr. Wilson, and to Mr. Cotton the errors wherein through ignorance they had gone astray, and were misleading others.[1] That he should have been permitted for two years and a half to hold his course unchecked, and that his unconcealed and somewhat *aggressive* dissent should have so long escaped censure, proves that the founders of Massachusetts were not incapable of the exercise of toleration, even though they might not give it a place among the virtues.

At length, however, their patience was exhausted. In September, 1640, for a new offence, with which his questioning of the Boston Elders may have had something to do, he was presented by the grand jury and summoned before the Court of Magistrates in December. When the General Court was in session (Oct. 7) they were "pleased to say something to him, as for good counsel about some tenets and disputations which he had held; advising him to bear himself in silence and as became him." A few weeks afterwards he writes in his *Note-book:* "I am summoned to appear in Court to-morrow, being the first of 10th, 1640. The Lord God direct me," etc. In a letter to England, dated December 19, he mentions having been "lately taken at advantage and brought before the magistrates. before whom, giving a quiet and peaceable answer [he] was dismissed with favour," etc.[2] Of this answer he preserved a copy, or perhaps the original draft, in shorthand, in his *Note-book.* Confessing that he had "too far meddled in some matters of church government and the like, which [he was] not sufficient to understand or declare," he threw himself on the mercy

[1] "O mercy, mercy, from all the powers of mercy in heaven and earth"— he wrote in 1640 — "to such as sin of ignorance!" And against this he modestly noted in the margin: "In the number of the ignorant I hold myself, and Mr. Burton, Mr. Prynne, and Dr. Bastwick, and a multitude more" (*post*, p. 159).

[2] "Our chiefe difference was about the foundation of the Church and Ministery, and what rigid separations may tend unto, what is to be feared, in case the most of the people here should remain unbaptized; etc." (*Plain Dealing*, p. 77).

of the Court. His submission was accepted, and the record shows that —

"Mr. Thomas Lechford, acknowledging hee had overshot himselfe, and is sorry for it, promising to attend his calling, and not to meddle wth controversies, was dismissed."[1]

Mr. Savage, in a note to *Winthrop* (vol. ii. p. 36), cites this as a "curiosity in legislative and judicial economy." He was under the impression that the engagement "not to meddle with controversies" was inconsistent with the promise "to attend his calling," since "the very calling by which he sought to earn his bread was that of an attorney." The inconsistency disappears on learning from Lechford himself that he was brought before the Quarter Court on the presentment of a grand jury, and that the controversies in which he had "too far meddled" concerned "matters of church government and the like," — "the foundation of the church and the ministry, and what rigid separations may tend unto." He acknowledged his fault, promised amendment, and the Court dismissed the complaint. Lechford certainly did not feel that he had been hardly dealt by. He avers that he was "dismissed with favour, and respect promised him by some of the chiefe, for the future."[2]

Some time in 1640 he was enrolled in the "Military Company of Massachusetts," afterwards the "Ancient and Honorable Artillery." He perhaps owed his election to his intimacy with Thomas Savage, one of the original members of this company, and to the friendship of the captain, Robert Keayne.

Among those with whom Lechford appears to have been on very friendly terms was George Story, "a young merchant of London," as Winthrop calls him, who lodged in the house of Richard Sherman, and who was the chief instigator of the proceedings against Captain Keayne in the famous "sow case." For six or seven years from its commencement in 1636, this "great business upon a very small occasion"

[1] *Mass. Col. Rec.*, i. 310. [2] *Plain Dealing*, p. 77.

divided the people of Boston into factions, disturbed the peace of the churches, had an influence in elections, awakened a "democratical spirit" throughout the colony, and at last (in 1643) came near bringing about a radical change in the constitution of the General Court, by depriving the magistrates of the exercise of a negative voice on the action of the house of deputies.[1]

In 1641 the quarrel had not yet reached its height, but it had already assumed formidable proportions. That Lechford should become implicated in it was inevitable. The only attorney in Boston, and the common friend of Story and of Keayne, he received the confidences of both parties, tried his hand at peacemaking, gave advice to both, and of course offended both; besides exposing himself to the suspicion of wrong-dealing. The trouble which this affair occasioned him may have contributed to hasten his return to England. About a week before he sailed from Boston, he drew up a statement of his connection with the case for the purpose of clearing himself of "divers imputations" of having promoted litigation by advice which, "in the simplicity of his heart," he had given to Mr. Story and Goody Sherman. This paper is dated July 24, 1641. In the first draft in the *Note book* he had written: "Being purposed some time at least to visit my native —;" but drew his pen through the unfinished sentence, and interlined in its place: "*Now* being purposed, God willing, to visit my friends in England." In another paragraph, alluding to a conversation which he had with Story, "one Lord's day when the Sacrament was at Boston," he fixes the time by adding, "being the next day as I remember after the newes *that it was supposed Mr. Prynne had sent me money for my passage.*"

Mr. Cotton says that Lechford, "when he saw he could not defend the Error [that the Apostolick function was not yet ceased] but by building again the Bishops, against whom he had witnessed (as he said) in soliciting the cause of Mr. Prynne, he rather then he would revoke his present tenent,

[1] See *Winthrop*, ii. 69–71, 115–119.

acknowledged he was then in an Error when he took part with Mr. Prynne and Mr. Burton, and *therefore he would now return to England* again, to reduce these famous witnesses from the Error of their way. And accordingly, away he went."[1]

On the same day on which he wrote the statement above mentioned, Lechford made a letter of attorney to Thomas Savage to receive all moneys due him in New England, and all letters which should be sent to him, "and the same letters to peruse and send and return them and the said moneys and debts to him in money or goods and commodities," etc.[2]

The last entry in the *Note-book* before leaving Boston was made on or after July 29. It is a memorandum of his obligation by bond (in which Mr. David Offley was his surety) to Mr. Joshua Hewes of Roxbury, to pay £8 to "Mr. Joshua Foote at the Cocke in Grace church Streete," before Christmas, on a bill or note dated July 27.

On the opposite page are two unimportant entries of payments of money in England in the discharge of commissions intrusted to him before sailing. At the head of this page is the date, "Post Mich[aelmas], 17 Car. 1641."

The vessel in which he took passage from Boston sailed on the third of August. We learn from Winthrop (ii. 31) that among her forty passengers were John Winthrop, Jr., Hugh Peters, Thomas Welde, and William Hibbins, who, "finding no ship which was to return right for England, they went to Newfoundland, intending to get a passage fr m thence in the fishing fleet. . . . They arrived there in 14 days, but could not go altogether, so were forced to divide themselves, and go from several parts of the island, as they could get shipping." Lechford mentions having "touched, coming homeward," at Newfoundland.[3] On the 16th of November he was once more an inmate of Clement's Inn, and had "returned humbly to the Church of England."[4]

[1] *Way of Congr. Churches cleared*, pt. i. p. 71.

[2] See *post*, p. 234.

[3] *Plain Dealing*, p. 46.

[4] *Plain Dealing*, p. 68.

LECHFORD'S

MANUSCRIPT NOTE-BOOK.

Boston in New England 27°. 4*i*. *the day of my landing,* 1638.

John Jolliffe[1] and William Chesebrough[2] made a grant of the house & lot next Mr Cottons in nature of a mortgage for 45l to 4 Yorkshire men and their heires. [1*s*. Jolliffe & Chesebrough &c.]

[1] John Jolliffe, or Joyliffe, is noted by Savage as of Boston, 1656, freeman, 1673; many years a selectman; one of the Patriots of 1689 who put Andros in prison; town-recorder in 1691; made by Increase Mather one of the council in the charter of William and Mary; died 23 Nov. 1702. (Savage is here in error. He died in 1701.) In the letters of Matthew Cradock to Winthrop (4 *Mass. Hist. Coll.*, vi. 118 *et seqq.*) is found frequent mention of John Jolliffe, agent for Cradock in New England. This must be the man noted in the text. Whether it is the same one who is found in Savage is doubtful. If he were Cradock's agent in 1636, he must have been near ninety at the time of his death. Looking along in Sewall's *Diary* (5 *Mass. Hist. Coll.*, v. and vi.) we find with other notice that in 1789 Joyliffe, then on the Bench, was old enough to be Sewall's father. Sewall was then thirty-seven. In 1692 Joyliffe resigned the Recordership on account of blindness, and in 1701 he died, having "been blind, and having laboured under many Infirmities for a long time." These notices would seem to show that he might have been born as early as 1610, which would make him twenty-six at the time of his employment by Cradock, if he were that agent. There is, therefore, some doubt as to the identity.

[2] William Chesebrough was about removing from Boston, — or perhaps had already removed to Mount Wollaston (Braintree, now Quincy). A few years afterwards he again removed to Rehoboth; and thence, before 1649, to the Pequot country, where he was the first permanent settler in the territory now constituting the township of Stonington, Conn. (*Trumbull*, i. 234).

The "4 Yorkshire men" were probably of the company of the Rev. Ezekiel Rogers, "who came over with him this summer" from Rowley, in Yorkshire (*Winth.*, i. 278); and may have been fellow-passengers with Lechford.

The next year (Oct. 7, 1639) Thomas Barker, John Johnson, Francis Lam-

An arbitration or award was made betweene Mr Waltha̅ [1] of Weymouth in N. E. and Captaine Desallenoba concerning the mill, &c. [2*s.* 6*d.* Desallenoba & Waltham.]

An Assignement of certaine Tenements in New Windsore in Com. Berks in An[glia] was made by [*blank*] and his wife unto John Tinker,[2] with a declaration that it is in trust to sell the same for the said [*blank*] and his wife. [3*s.* Tinker.]

I writt two manuscripts for Mr Davenporte [3] one in answere to Mr Bernard about the Church Covenant &c. the other an answere to Mr Ball about the Co̅mon prayer booke in E. [1^l^ 6*s.* 0*d.* Mr Davenport.]

bert, and John Punderson, — the four mortgagees, as is hardly doubtful, — joined with William Chesebrough in a conveyance of this house and lot to Serjeant Thomas Savage, as a subsequent page of Lechford's *Note-book* will show. Thomas Barker removed to Rowley, where he died, 1650; and his widow became the third wife of Mr. Rogers. Francis Lambert also followed Mr. Rogers to Rowley. John Punderson and John Johnson had removed to New Haven before the date of the conveyance of 1639, where the former was chosen one of the seven pillars, at the first church gathering, August, 1639. [T.]

[1] Henry Waltham, merchant; representative from Weymouth in 1636. He was a partner with Thomas Richards in the mill at Weymouth. Later reference is made to him, pp. **178**, **195**, **207**, *post*. See also *Mass. Records*, i. 267, 313. Sellanova, or De Sallenoba (or Scilla Nova, as Governor Winthrop once wrote it, in 1636), who was an engineer, had perhaps been employed in the construction of the mill or dam. [T.] He is mentioned in the *Mass. Records* as being sent for in a proposed expedition against the French at Penobscot (i. 160).

[2] John Tinker, at this time of Boston, was about making a voyage to England. He returned before March, 1643, and was, successively, of Windsor, Boston, Lancaster, and New London. He was a representative from the last-named town in 1660 and 1661, and appointed an assistant, or magistrate, there. He died in October, 1662. See later in the *Note-book*, p. **189**, *post*. [T.]

[3] John Davenport, the first minister of New Haven; born at Coventry, England, 1598, died 1670, in Boston, where he succeeded John Wilson in the ministry of the First Church. He first arrived in Boston with Hopkins and Eaton, June 26, 1637, and remained there until March 30, 1638, when he sailed for Quinpiack. It would appear that he had left his MSS. in Boston, to be forwarded to England. Winthrop, under October, 1638, writes: "About two years since one Mr. [Richard] Bernard, a minister at Batcomb, in Somersetshire, in England, sent over two books in writing, one to the magistrates, and the other to the elders, wherein he laid down arguments against the manner of our gathering our churches, etc., which the elders could not answer till this

I writt a petic̃on for the Country to the Lords Com̃issioners for forraine plantac̃ons, about the Patent, and a letter to the Clerke of the Councell.[1] [5*s.* Mr Gov̄nor.][2]

Articles of agreement of factorage betweene Thomas Thornton[3] and John Tinker, 17.8 [1638]. [2*s.* 6*d.* Thornton, Tinker.]

Divers writings for Mr Humfrey[4] to Mr Willm Bellingham,[5] about 100l borrowed & cattle ingaged for it. [2*s.* 6*d.* Mr Humfrey & Mr Bellingham.]

time, by reason of the many troubles about Mrs. Hutchinson's opinions, etc. Mr. Cotton also answered another book sent over in defence of set form of prayer. This I suppose was Mr. Ball's book" (*Winth.*, i. 275).

Mr. Cotton's *Modest and cleer Answer to Mr. Ball's Discourse of Set Formes of Prayer* was published in London in 1642 (4to, 49 pp.). In a note to the *Reply to the Answers to the Nine Positions* (London, 1643, p. 7), Mr. Ball mentions "having received that answer before the publishing of his own Treatise." From Lechford's note it would appear that Mr. Davenport also wrote in reply to Ball. The other manuscript transcribed by Lechford was doubtless *An Apologie of the Elders of the several Churches in New England for Church Covenant, sent over in answer to Master Bernard in the year* 1639; with *An Answer to Nine Positions about Church Government*, first published in England in 1641, and reprinted in 1643, with Richard Mather's *Answer to Thirty-two Questions*, etc. Mr. Ball wrote a *Reply to the Answers to the Nine Positions*, which was printed in 1643, *A Letter of Many Ministers in old England, Requesting the judgement of their Reverend Brethren in New England concerning Nine Positions, Written Anno Dom.* 1637. *Together with their Answer thereunto returned, Anno* 1639. *And the Reply made unto the said Answer, and sent over unto them, Anno* 1640 (London, 4to, pp. 12, 90). [T.]

[1] Mr. Thomas Meautis, or, as Governor Winthrop wrote the name, Mewtis (see *Winth.*, i. 274; *Hubbard*, pp. 268–271). [T.]

[2] John Winthrop, Sr.

[3] Of Dorchester, 1634; removed to Windsor, Conn. [T.]

[4] John Humfrey, one of the six grantees of the Massachusetts Patent. He was allied by marriage to the family of the Earl of Lincoln, having married Susan, daughter of Thomas, Earl of Lincoln, and sister of Lady Arbella Johnson and of Bridget, Countess of Lincoln. He had been treasurer of the Fishing Company at Dorchester in England. He was chosen Deputy-Governor of the Massachusetts Colony in 1629 while still in England, but did not leave for this country until 1632. He lost much of his property, however, and suffered other ill-fortune, and left the country for England in 1641.

[5] William Bellingham, of Rowley, was the brother of Richard Bellingham. He was freeman in 1640, and died in 1650.

A writing of advice to Mr Strange[1] about his search in E[ngland] for his wife's lands. 18.8. [1s. 0d. Mr Strange.]

A Release by Mr Swimmer to Mr Humfrey and another by Mr Humfrey to Mr Swimmer. [2s. 0d. Mr Humfrey & Swimmer.]

A shorte Lease made by Augustin Clement of Dorchester in N. E. planter, of One messuage or Tenement wth one orchard & one garden thereto belonging lying in Wockingham in the County of Berks in E. late in the tenure or occupation of Margaret Mathew, unto Willm. Salter[2] of Boston in N. E. ffisherman, for 30 dayes, dated 11.8. [8d. Clement, Salter. Witnesses Tho: Leveritt,[3] Tho: Marshfield, Tho: Lechford.]

The said Augustin Clement & Elizabeth his wife granted the premises by Indenture unto John Tinker of Boston in new E. planter, to have & to hold to him the said John and his heires & assi" for ever. With Attornmt by the said Willm Salter. 18.8. [3s. 4d. Clement & ux. Tinker, iidem testes. nõrint attornamt sur dorss. del fait.][4]

Me Augustin Clement &c. teneř John Tinker in 80l dat. 18.8. conditioned to keepe Covent in the said Indentures expressed. [1s. 0d. Clement Tinker. iidem testes.]

[Lent to Mr Williams,[5] 18.8, my blew manuscř., my relacõn, the brevt of Cambridge, Nath. Wiggins Reasons, & the printed relation of the Martyrs. Sent by Mr Throgmorton.] [2l 2s. 6d. Mr Wms]

[1] Probably George Strange, of Hingham, and formerly of Dorchester. Savage notes the sale of his tenement in Hingham in 1639, the deed of which is recorded (*Suff. Deeds*, i. f. 14). Perhaps a successful "search for his wife's lands" encouraged him to return to England. See p. 26, note, *post*. [T.]

[2] William Salter, of Boston, is called a shoemaker by Savage, who says that he kept the prison later. He had a house out towards the Neck, on what is now Boylston Street, near Tremont.

[3] Thomas Leverett the Elder, father of Governor John Leverett.

[4] "The same witnesses were present at the attornment on the back of the deed."

[5] Probably this entry refers to Roger Williams, at this time in Providence, and to George Throgmorton, who came

[2] *Articles of agreement indented made betweene Augustin Clement*[1] *of Dorchester in N. E. planter of the one parte, and John Tinker of Boston in N. E. planter of the other parte, the xviij*th *day of October, Anno Dm·* 1638.

It is hereby covenanted concluded declared and agreed by and betweene the partyes abovesaid in manner and forme following 1. Imprimis that whereas the said Augustin Clement and Elizabeth his wife have by their deed indented under their hands & seales bearing date with these presents granted and conveyed unto the said John Tinker. One messuage or Tenement and one orchard and one garden thereto belonging wth the appurtenances lying in Wockingham in the County of Berks in England now or late in the tenure or occupation of Margaret Mathew or her assignes To have and to hold to him the said John his heires and assignes for ever as more at large by the said Deed indented it doth & may appeare Now it is covenanted concluded declared and agreed by and betweene the said parties to these presents that the said grant & conveyance unto the said John is and shall be upon this speciall trust and confidence, that is to say that the said John shall joyne in sale of the p^{r}mises wth the said Margaret Mathew unto some person or persons in England, if shee shall live soe long and be willing thereunto, but if shee be dead or shall dye before the sale, then the said John shall or may sell the premises himselfe for the said Augustin & Elizabeth and their

over with him in 1630. Williams had been banished by the General Court in the winter of 1635–1636, and Throgmorton had accompanied him to Rhode Island. The entry is crossed out, perhaps at the return of the books.

[1] Augustin Clement came to New England in the "James," of London, April, 1635, and in the list is called a painter, sometime of Reading; (3 *Mass. Hist. Coll.*, viii. 319; cf. *Hist. and Geneal. Reg.*, v. 440). Savage thinks it probable that he went home in 1636, and came again in May, 1637. He died at Dorchester, Oct. 1, 1674. From these articles of agreement, and the letters which follow, it appears that he had a house and land at Wokingham (or Oakingham), a market-town in Berkshire, seven miles from Reading, which was then occupied by his sister, Margaret Mathew, who was proposing to come to New England; and that Anne Clement, the widow of his brother John, was living at Shenfield [county of Essex, about ten miles from Chelmsford, on the road to London]. [T.]

use & benefitt for their interest in the premises. And that the said John shall and will diligently & faithfully attend and use his best skill & endevours to advance & further the profitt of the said Augustin & Elizabeth & of Margaret Mathew aforesaid if shee shall live so long. And the moneys that the premises shall be sold for are to be at the dispose of the said Margaret Mathew if shee be then living, and to be payd unto her if shee shall come away for New E. upon trust that shee will be answerable to the said Augustin & Elizabeth for the value of their interest in the premises els if the said Margaret dye then the said John shall receive the money for the premises and be accountable for it unto the said Augustin his executors & admors.

2. Itm if the said lands shall be sold & the said Margaret will not come for N. E., that then the said John shall receive the value of the interest of the said Augustin & Elizabeth in the premises, & shall be accountable for the same unto the said Augustin his executors & administrators: the said value being to be compounded & agreed on by and betweene the said Margaret & John equally according to their best discreations.

3. Itm If the said Margaret shall when the premises are sold be disposed to come for N. E. that then the said John shall advise, help & assist the said Margaret, in making and buying provisions for the passage & transportation of herselfe, her servants & estate and goods, over the seas into these parts of New England according to his best skill & ability faithfully and diligently to be performed according to trust reposed in him.

[3] 4. Itm that the said Augustin Clement and Elizabeth his wife and theire heires shall & will from time and at all times hereafter within the space of seaven yeares next ensuing the date hereof at the reasonable request and at the cost & charges in the law of the said John Tinker his heires or assignes make doe acknowledge suffer levy and execute or cause to be made done acknowledged suffered levyed & executed all & every such further & other lawfull & reasonable act & acts thing & things devise & devises assurances & conveyances in the law whatsoever for the more better assuring

suerty & sure making & conveying of all the premises unto the said John Tinker his heires and assignes according to the meaning hereof and of the said Deed indented as by the said John his heires or assignes or his or their counsell learned in the law shall be reasonably advised devised or required soe as the said Augustin & Elizabeth and their heires be not compelled to travell out of the jurisdiccon of the Massachusetts in N. E. for the making doing or suffering thereof.

5. Itm̄ that the said Augustine and Elizabeth & their heires executors & administrators shall & will from time to tyme and at all tymes hereafter save and keepe harmelesse the said John Tinker his heires executors and administrators of and from all accons suits troubles & demands wch shall any wayes arise & come upon or be brought against the said John his heires executors or administrators for or by reason of any reasonable grants articles covenants agreements conditions bonds assurances & conveyances wch the said John shall be required and enter into or make unto the purchasor or purchasors of the premises according to the true meaning of these presents & the deed indented aforesaid."

6. Itm̄ that if the said John shall effect the businesses aforesaid for sale of the premises then the said John shall receive of the money made of the premises five pounds for his paynes whether the said Margaret come over to N. E. or no.

7. Itm̄ If said premises cannot or shall not be sold, after the said John hath used his diligent & best endevours to that end, either for want of a chapman, or for refusall of the said Marg^{r}et to joyne in the sale afores^{d} then the said Augustin shall give & pay unto the said John the summe of twenty shillings.

8. Item that if the premises shall not be sold as aforesaid, that then the said John, his heires and assignes shall reconvey the premises unto the said Augustin, his heirs and assignes or to whomesoever hee or they shall appoint upon reasonable demand. In witnesse &c. Witnesses as aforesaid. [Clement & Tinker 3*s.* 4*d.*]

Me Johañ Tinker de Boston in Nova Anglia plantatorem tene'r et firmiter obligari Augustino Clement in 80 ł, dat^m 18° 8. Iidem testes.

The Condičon of this obligation is such that if the above-bounden John Tinker his heires executors, administrators and assignes shall from tyme to tyme and at all tymes hereafter fullfill, performe, keepe and observe all such Articles, covenants, declaračons and [4] agreements, on his and their parte to be fullfilled, performed, kept & observed, wch are mentioned & conteyned in certaine Articles of agreement indented bearing date wth these presents, made betweene the said Augustin of the one parte & the said John of the other parte, then this obligation shall be voyd & of none effect, or els it shall be and remaine in full force, strength and vertue. [1*s.*]

Me Augustin Clement de Dorchester in Nova Anglia, plantatore tener etc Joh'i Tinker in 80 ł Dat^m 18. 8. Iidem testes.

Condičoned for himselfe & his wife ut supra, mutatis mutandis. [1*s.*]

To my loving Sister Anne Clement at Shenfield these d[*eliver*].

Loving Sister, I and my wife doe both remember our loves unto you, hoping that you are well, as praised be God we are. These are to entreat you to deliver my deeds and writings concerning my Tenement in Wock unto this bearer John Tinker my ffriend, unto whome I have conveyed the same, and the deeds & writings thereto belonging I have granted unto him, in trust to make sale thereof for me with my Sister Margarett: my wife hath also joyned in the conveyance wth me to him to that purpose, as by the conveyance may appeare wch hee will shew you if you please or reade the same unto you. Wherefore I earnestly pray and require you not to delay or fayle to deliver them unto him accordingly. Soe I commend you to God's tuition and rest.

Yo^r loving Brother, A. C.

BOSTON IN N. E: 18. 8.

[8*d.*]

To my loving freinds, Mr. John Bateman minister at Wock, and Wm Rutkin there dwelling, or either of them, these d:

Worthy Mr. Bateman & my good freind Willm Rutkin, my loving salutations to you & yo^rs^ remembred in the Lord. These are to let you understand that I have conveyed my Tenement in Wock wherein my sister Margaret Mathew dwelleth unto this bearer my freind John Tinker, in trust to sell the same for me & her as you may perceive by the conveyance and agreements between us, if you please to reade the same. Now whereas I left my writings concerning this land wth my brother John Clement, who is dead, & they are now in the hands of my sister-in-law, his wife and executrix, and as I heare Edward Baker of Reading is overseer of my brother's will, I shall intreate you two to use yor best endevours wth my sister Clement & Mr. Baker to deliver those deeds and writings to this my ffriend, that hee and my sister Margaret may goe on to finish the sale thereof according to trust I have put in him, and wherin I pray you to assist and further him what you can. My wife hath also joyned wth me in the sale, as you may perceive by it, and I hope the conveyance is good; if it be not I will perfit it as the buyer shall be advised. Herein I doubt not but you will befreind me. Soe wth my owne & my wife's due respects remembred unto you both, I recommend you & yours and all the faithfull wth you to God's tuition and rest.

Yo^r^ loving freind

A. C.

FFROM BOSTON IN N. E. 18. 8.

[8*d.*]

To my loving Sister Margaret Mathew at Wock, these d:

Good Sister, I and my wife both remember our loves to you, hoping that you are well & in good health, as praised be our good God, we are. Since we understood of yor willingnesse to come over to us, whereof we are glad and shall, God willing, give you the best entertainment we can, we have

entrusted this bearer, our freind John Tinker, to joyne wth you in sale of the house and that belongs to it, for wch purpose wee have made him a good conveyance of our right therin; wherefore if you are willing, set forward the sale of the land & house, that it be effected wth convenient speed [5] and then we have taken order wth him to help you & advise for yor passage & the bringing over of yor goods & what you have, if you are willing to come to us. I pray give & provide for our ffriend the best entertainment you may. Soe the Lord God guide you & keepe you & us.

Yo^r^ very loving brother & sister,

A. C. E. C.

FFROM BOSTON IN N. E. 18. 8

[8*d*.]

A Letter to Mr. Prince & another to Mr. Clendan in my owne affairs, p John Tinker, 18. 8. in the Mary Anne.

Other letters sent to Sr G. G., Mr. D^r^ G, M^r^ B, R. Ellis, & my M. by Henry Grey's freind in the same ship.[1]

To all Christian people to whome these presents shall come, I John Hood,[2] late of Halsted, in the County of Essex, weaver, and now of Cambridge in New England, planter, send greeting in our Lord God everlasting &c. Knowe yee, that I the said John Hood for divers good considerations me

[1] Henry Grey, a tailor, was of Boston in 1638, but removed to Fairfield, Conn., about 1640, with his brother John, and their father-in-law, William Frost. Lechford, in his *Plaine Dealing*, mentions his "old acquaintance, Master Frost, sometime of Nottingham, and his sonnes, John Grey and Henry Grey" (3 *Mass. Hist. Coll.*, iii. 98).

The initial letters, which Lechford gives, leave wide scope for conjecture as to the names of his correspondents. Sir G. G. was, possibly, Sir Gilbert Gerard, deputy-governor of the Company of Providence Island (Bahamas), from which company Lechford elsewhere mentions that he had received the offer of an advantageous position. [T.]

[2] John Hood, a weaver, at this time of Cambridge, is found in Lynn in 1650; Kittery, 1652 (*Savage*). Halsted is in Hinckford Hundred, — on the River Colne, forty-six miles from London, and six miles from Braintree, — whence a number of Thomas Hooker's congregation or company had come to Cambridge (and Mount Wollaston) in 1632. [T.]

thereunto moving have demised, granted and to farme letten, and by these p^rsents doe demise, graunt, and to farme lett, unto Willm̃ Dineley,[1] of Boston in New England, planter, all those my houses, mesuages, outhouses and gardens and backsides thereunto belonging, lying in Halsted aforesaid, now or late in the tenure or occupation of John Beard[2] my ffather-in-law and of Anne his wife, my mother, or their assignes, be the said messuages or houses, backsides, gardens, one or two or three tenements or more, by what name or names soever they be called and howsoever bounded or described, To have and to hold the said houses, messuages, and all and singulare the premises wth the appurtenances, unto the said William Dineley his executers administrators and assignes, for and during the space of six dayes from the day of the date hereof fully to be compleate and ended. In witnesse —

Dat. 20. 8. Witnesses, Gregory Stone, Barnaba Lamson & T. L. [1*s*. Hood & (*blank*).]

This Indenture made the twentie second day of October in the fourteenth yeare of the raigne of our Soũaigne Lord Charles by the grace of God King of England, Scotland, France & Ireland &c. Annoque Dmi. 1638, betweene John Hood late of Halsted in the County of Essex weaver and now of Cambridge in New England Planter of the one parte and Thomas Parish,[3] of Cambridge aforesaid, planter, of the other parte, Witnesseth, that the said John Hood for and in con-

[1] William Dinely is perhaps remembered by most people rather through his son, Fathergone Dinely, than in his own personality. He was a barber-surgeon, and combined with this vocation the art of drawing teeth, as was then customary. He was a favorer of the heretical doctrines advanced by Mrs. Anne Hutchinson, and on account of his peculiar calling had a very great opportunity to instill these doctrines into the minds of his patients. But being sent for on a winter's night by one of Roxbury (as may be read in Johnson's *Wonder-Working Providence*, Book II. chap. xv.) to draw a tooth, he went forth with the maid who had summoned him, and there being a violent snow-storm, they both lost their way on going over the Neck, and died in the snow. His son, born shortly after this event, was baptized with the name of Fathergone. His widow subsequently married Richard Critchley; for whom see note at p. **143**, *post*.

[2] Thomas, not John. See deed next following.

[3] Thomas Parish, of Cambridge, "came in the 'Increase,' 1635, aged 22;

sideracõn of the sume of five shillings to him in hand payd before the sealing and delivery of these presents, and for divers other good causes & considerations him thereunto moving hath granted, bargained & sold, enfeoffed and confirmed and by these presents doth grant bargaine & sell enfeoffe & confirme unto the said Thomas Parish all those houses, messuages outhouses and gardens and backsides thereunto belonging lying in Halsted aforesaid now or late in the tenure or occupation of Thomas Beard and Anne his wife, mother of the said John Hood or their assignes be the said mesuages or houses backsides gardens one or two or three or more tenement or tenements, by what name or names so ever they be called and howsoever bounded & described together with all wayes profits easments lights commodities & emoluments thereto belonging or therewthall used & enjoyed or reputed to belong and all rents reverc̃ons services & other hereditaments therunto belonging whatsoever and all deeds evidences writings escripts & miniments whatsoever concerning the same [6] in whose custody soever they be And also all the right title claime interest and demand of the said John Hood of in and to the premises & every parte therof To have & to hold the said houses mesuages outhouses gardens backsides & all other the premises wth the appurtenances whatsoever unto the said Thomas Parish his heires and assignes for ever to the only use and behoofe of the said Thomas Parish his heires and assignes for ever. To be holden of the cheife Lord or Lords of the ffee or ffees of the premises by the rents & services therefore due & of right accustomed. And the said John Hood for himselfe his heires executors administrators & assignes Doth covenant promise & grant to and with the said Thomas Parish his heires and assignes by these presents that he the said Thomas his heires & assignes shall or

was a physician, though in the custom-house record called, possibly for deception, a clothier. . . . Probably he went home, living at Nayland, county of Suffolk, as his attorney, Thomas Danforth, calls him" (*Savage*). It appears from these papers that he was expecting to sail for England in the autumn of 1638. (There is an interval of more than three years between the recorded birth of his children : Mary, born April 3, 1638, and Thomas, July 21, 1641.) [T.]

may lawfully from time to time & at all times hereafter have hold & enjoy the premises & every parte therof freed & discharged of and from all judgments statutes merchant & of the staple, recognizances bargaines sales gifts feoffments Leases joyntures dowers & all other titles troubles & charges incumbrances whatsoever except only such estate as the said Anne hath therin without the let trouble or eviction of the said John Hood his heires or assignes or any other person or persons whatsoever lawfully clayming from *from* by or under him them or any of them. And that he the said John Hood his heires & assignes shall and will at any tyme within the space of seaven yeares next ensuing the date hereof at the reasonable request & at the cost & charge in the law of the said Thomas Parish his heires or assignes make doe & execute or cause to be made done & executed all such further & other assurance & assurances in the law whatsoever for the better & more sure making & conveying the premises unto the said Thomas his heires & assignes as by the said Thomas his heires or assignes or his or their Councell learned in the law shalbe reasonably advised or required soe that for the doing & making therof the said John Hood his heires and assignes shall not be compelled to travell out of the jurisdiction of the Massachusetts in New England. And the said John Hood doth hereby constitute & make my welbeloved George Crissall and Roger Marret[1] his lawfull attorneys ioyntly or severally for him & in his name to enter into and upon the p^r^mises & possessions therof to take & afterwards possession, livery & seizin thereof to deliver over unto the said Thomas Parish, his heires or assignes according to the Law & the tenor hereof ratefying and allowing whatsoever my said Attorneys or either of them shall lawfully doe in the premises. In witnesse whereof, the parties abovesaid have

[1] Roger Marret was perhaps a relative and townsman of Deacon Thomas Marrett, of Cambridge. About 1765 James Marriot, LL.D., owned the manor of Twinstead Hall, in the same Hundred with Halstead, and about six miles distant. Marret, Maryet, Maryot, Marriot, and perhaps Marryatt, are different forms of the same original surname, and are all now, or were recently, in use in England. [T.]

hereunto interchangeably set their hands & seales the day & yeare first abovewritten. In p^{r}ncia: [5*s*. Hood & Parish.]

Me Johem̄ Hood imp de Halsted in Com Essex, Textorem, & nunc de Cantabrigia in Nova Anglia plantatorem tener' &c. Thome Parish in sexaginta libris. Dat. 22° 8.

The condiĉon of this obligation is such that if the said John Hood his heires, executors, administrators and assignes, shall from time to time and at all tymes hereafter, observe, keepe, fullfill & performe all and every such covenants, grants, articles & agreements on their parte to be performed, fulfilled, kept & observed, as they [7] are menĉoned and conteyned in one paire of indentures bearing date wth these p^{r}nts, made betweene the said John Hood of the one parte and the said Thomas Parish of the other parte, then this obligation shall be voyd and of none effect, or els shall be and remaine in full power, strength & vertue. In presencia. [1*s*. Hood & Parish.]

Articles of agreement indented made the xxijth day of October in the fourteenth yeare of the raigne of our Soveraigne Lord Charles King of Engl. etc. Annoq Dñi 1638. *Betweene John Hood &c. of the one parte & Thomas Parish &c. of the other parte.*

Whereas the said John Hood by his deed indented bearing date herewith hath granted & conveyed certaine lands & tenements in the County of Essex unto the said Thomas Parish his heires and assignes as by the said Deed indented more at large it Doth & may appeare Now it is covenanted concluded declared & agreed by and betweene the parties aforesaid that the said grant & conveyance is & shall be upon this speciall trust & confidence that the said Thomas Parish shall sell the said Lands & Tenements for the said John Hood to some person or persons in England for as much money as hee by his best skill and endevours can get for the same & returne the said money unto the said John Hood his executors administrators or ass̃s. Itm̄ that the said John Hood his heires executors administrators or assignes shall & will from tyme to tyme and at all tymes hereafter save & keepe harmelesse

the said Thomas Parish his heires executors and administrators of and from all aĉĉoñs suits troubles charges & demands wch shall any wayes arise & come upon or be brought against the said Thomas Parish his heires executors or administrators for or by reason of any reasonable coveñts grants articles agreements bonds conditions assurances & conveyances wch the said Thomas shall enter into or make unto the purchasor or purchasors of the premises according to the true meaning of the said Deed indented & of these presents. Itm̄: that the said John shall give unto the said Thomas for his labour and charges in & about the premises, the summe of twenty shillings, if he effect the same well and trustily; but if the said Thomas after all his best endevours cannot effect the sale aforesaid then he shall have only tenne shillings for his charges thereabout. Itm̄: that if the premises shall not be sold as aforesaid that then the said Tho: his heires and assignes shall reconvey the premises unto the said John, his heirs, and assignes or to whomesoever he or they shall appoint upon reasonable demand. In witnesse whereof the parties abovesaid have hereunto interchangeably set their hands & seales the day & yeare first above written. In p'ncia. [Hood & Parish 3*s*.]

Me Johem̄ Hood &c. tener' Thome Parish in sexaginta libris &c. Dat. 22ᵒ 8.

The condiĉon of this obligation is such that if the said John Hood his heires executors administrators and assignes shall from time to time and at all tymes hereafter observe keepe fullfill & performe all and every such Covenants articles declarations and agreements on their parts to be observed kept fullfilled & performed as are menĉoned & conteyned in certaine Articles of agreement indented Dated wth these presents made betweene the said John of the one parte & the said Thomas Parish of the other parte then this obligation shall be voyd and of none effect or els shall be & remaine in full power strength & vertue. [Hood & Parish 1*s*.]

Me Thoma Parish de Cantabrigia in N. A. plantatorem, tener. Johī Hood in 60^li^ Dat. ꝑnt script°. Condiĉoned ut sup^a^, mutatis mutandis. [1.]

[8] Be it Knowne unto all men by these presents that I Samson Shotton [1] of Mount Woollaston in New England, planter, doe hereby acknowledge that I have received of my brother Anthony Shotton of Cropston in the county of Leicester, yeoman, the summe of fower score and tenne pounds of lawfull money of England, given and bequeathed unto me as a legacy by the last will & testament of Thomas Shotton late of Cropston aforesaid, our father, deceased, and thereof and of every parte thereof I doe hereby remise, release, and for ever quitt clayme the sayd Anthony Shotton, his heires, executors and administrators, And also I doe remise, release and for ever quitt clayme unto the said Anthony Shotton all and all manner of acc̃ons, suits, debts, iudgments, statutes, recognizances, trespasses and demands whatsoever, that I have or may have against him or them for any cause, matter or thing whatsoever from the beginning of the world to this present day, In witnesse whereof I have hereunto set my hand & seale the twentie second day of October, in the foureteenth yeare of the raigne of our Soveraigne Lord Charles King of England Scotland France & Ireland &c. Anno q̃. Dñi. 1638.

In p[r]sencia, Thome Savage, Johis Moore, & mei Tho. L. [Shotton & Shotton 8*d*.]

In the Name of the Lord God and of our Lord Jesus Christ, I John Newgate [2] of Boston in New England, Planter, being by God's grace and goodnesse in perfect health of body and soundnesse of judgment in minde and memory cleare and perfect, doe hereby make and constitute my last will [3] and

[1] One of the partners of Gorton, in the purchase of Shaomet from the Indians, in January, 1643 (*Winth.*, ii. 121, note); Newport, 1638; freeman, 1640, but disfranchised, 1641. [T.]

[2] John Newgate, hatter, of Boston, had been a London merchant but came to New England in 1632. He was a man of influence, once a representative, and many times selectman.

[3] This will, made in contemplation of a voyage to England, gives the names and order of his children more fully than his last will, made twenty-seven years later, which is printed in the *Hist. and Geneal. Reg.*, xiii. 333–335. His eldest son, John, and third son, Joseph [Joshua?], are not named in the last will, and both died probably before their father. Nathaniel, — who was one of the principal men of Boston in 1659, — "went home, probably before marriage," as Mr. Savage thought. [T.]

testament in manner and forme following: First, I doe desire to give up my soule and body to the Lord Jesus Christ to be disposed according to his good will and pleasure And I desire in his feare and name and according to his guidance and direction to dispose of those outward good things that the Lord hath given and possessed me of, unto the children that God of his grace hath given me: ffirst, I give unto my eldest Sonne John Newgate, all those my Lands and Tenements lying in Horningerth in the County of Suffolke in England our native country, To have and to hold the same to him and his heires for ever. But my will is that my wife Anne Newgate shall have the rents, profits and revenues of the said Lands & Tenements untill my said sonne shall attaine the age of Twenty and foure yeares, for and towards the educating and bringing up of him and the rest of my Children, And also that my said sonne shall pay out of the said Lands ffifty pounds unto my daughter Sarah and ffifty pounds more unto my daughter Hannah, at her age of twenty one yeares or daye of marriage, wch it shall please God to be first, for wch payments to be made unto them when my said sonne shall come to his age of Twenty foure yeares hee shall either pay the same or give bond to my said daughters for payment thereof as soone as he can make sale of the said Lands and Tenements or by any meanes raise the moneys out of the same. But, if he the said John Newgate my sonne [9] shall refuse to give such bond and to make the said paym^{ts}, then the said lands shall be sold by my Executors and only one hundred and ffifty pounds shall be payd unto my said Sonne, and the rest of the money that it shall be sold for shall be equally divided betweene my other children and my wife. And yet if my said sonne shall be stubborne and rebellious against God or his Church or his mother and will not be reclaymed, then he shall have but thirty pounds of the said money & the rest to be divided as aforesaid. Itm̄, I give unto my sonne Nathanael Newgate my house in Boston aforesaid wherin I now dwell, wth that little ground belonges to it, to enter upon the same & enjoy it to him and his heires for ever when he shall accomplish the age of twenty foure yeares.

And to my sonne Joseph Newgate, I give and bequeath those my house & grounds in the country called Rumney Marsh[1] in N. E., wch hee shall likewise enter upon & enjoy when he shall come to the age of twenty foure yeares. Their mother shall have the use & profitt of these last mentioned houses in Boston and at Rumney Marsh untill their said respective ages, for and towards their education. But if their mother dye before either of those times, then the same shall presently be in the hands of my said sonnes Nathanael & Joseph respectively according to my true meaning herein expressed. Itm̃, I give and bequeath unto my daughter Elizabeth Oliver tenne pounds wch my wife shall pay in money or moneys worth wthin twelve months after my decease. Item, furthermore my will is that if any of my children dye before they come to enjoy or have right to these legacyes aforesd then their & every of their respective porc̃ons, lands & legacyes to be equally divided to and among my said other children surviving. Itm̃, all the rest of my estate I give & bequeath unto my loving wife Anne Newgate for the payment of my debts and the bringing up of my children, and I leave it to her discreation to give to any of my children more then I have given & appointed as she shall see cause and when she shall please. Provided allwayes, and my will is, that if it shall please God that I live to sell off those lands in Suffolke aforesaid, Then I give it to my eldest daughter Elizabeth Oliver twenty pounds to be payd her at the tyme appointed before for payment of the said tenne pounds, and I give my said eldest sonne John Newgate one hundred and ffifty pounds, and to my daughter Sara three score and tenne pounds, and to my daughter Hannah three score & tenne pounds, to be payd unto them when they shall respectively attaine the age of twenty one yeares or be married, wch of them shall be first. And, if any of my said children become stubborne and rebellious against God, or his Church, or their mother, then such child or children shall have only the fourth parte of their respective legacyes afores^d^, wch I have given & bequeathed to them as aforesaid, and the other

[1] For this land at Rumney Marsh, see *Boston Town Records*, i. 27, and also the *Note-book*, p. 141, *post*.

three parts the rest thereof to be divided among my other children. And all the rest of my estate be it more or lesse I bequeath unto my said loving wife [10] for and towards the educating and bringing up of my children. Provided also that if I shall be cast away at sea and all that estate that I shall bring with me out of England then I intreate the Church to dispose of that estate I have heere in New England according to their wisedome & discreation, unto and amongst my children and my wife, as they shall thinke fitt, anything hereinbefore conteyned to the contrary thereof in any wise notwithstanding. Also my will is that if the said estate wch I shall have in England come over into these parts of New England, then I give & bequeath unto Theodore Athinson[1] my servant twenty pounds, but if it shall be lost by the way by sea or otherwise, then only tenne pounds, to be payd him when his tyme of service shall be expired. And I make and ordaine my said wife Anne Newgate and John Oliver[2] my executors of this my will. And lastly, I doe hereby revoke and annull all former wills & testaments by me heretofore made whatsoever. In witnesse whereof I have hereunto sett my hand & seale the xxiij^th^ day of October Anno Dñi 1638. Signed, sealed, published & declared to be the last will and testament of the said John Newgate, in the presence of us. Thomas Savage & mei T. L. [5*s*. Newgate.]

To all Christian people to whome these presents shall come I William Wilson[3] of Boston in New England planter send

[1] "Theodore Atkinson, Boston, 1634, felt-maker, came in the employment of John Newgate, from Bury, in Co. Lancaster" (*Savage*). A lot at Muddy River (Brookline), for two persons, was granted him by the town, Aug. 31, 1640; and he was a constable in 1649, and clerk of the market in 1655 (Drake's *Boston*, pp. 253, 318, 341). His first wife was Abigail (surname unknown), and his second was Mary, a daughter of the Rev. John Wheelwright. [T.]

[2] John Oliver, son of the Elder Thomas Oliver, and son-in-law of Newgate, having married Elizabeth, his daughter. "1646, April 11, died Mr. John Oliver," says Hull, in his *Diary*, "one of choice parts, endued with a variety of able gifts for the generation; but God took him away in his youth, to the saddening of very many godly hearts, and threatening the rising generation." He was not quite thirty years old at the time of his death.

[3] William Wilson, a joiner by trade, was admitted to the church in 1635. He

greeting in our Lord God everlasting Knowe yee that I the said William Wilson for divers good causes and considerations me thereunto moving have demised granted & farme letten and by these presents doe demise grant and to farme let unto William Dineley of Boston aforesaid barber all those my three acres & halfe of meadow or pasture ground more or lesse called Marshtofte lying in Dunnington in the County of Lincolne abutting upon the north end of the Coppihold land of my brother Thomas Wilson there wch said meadow or pasture ground my ffather William Wilson purchased of one Avis āls [1] Havye of Dunnington Northrop aforesaid husbandman deceased To have and to hold the said meadow or pasture ground wth the appurtences unto the said Willm̄ Dineley his executors administrators and assignes from the day of the date of these presents for and during the space of seaven dayes from thence forth fully to be compleat and ended In Witnesse wherof &c. 22° 8. In presencia Mr Richard Waite Willm̄ Pell & mei Tho. L. [1*s*. Wilson & Dineley.[2]]

This Indenture made the Twenty fourth day of October in the foureteenth yeare of the raigne of our Soveraigne Lord Charles by the grace of God King of England Scotland France & Ireland &c. Annoꝙ Dñi 1638, Betweene William Wilson of Boston in New England, Planter, and Patience his wife, of the one parte, and John Tinker of Boston aforesaid, planter, of the other parte, Witnesseth that the said William Wilson [11] and Patience his wife for and in consideration of the summe of five shillings in hand payd before the sealing & delivery of these presents by the said John Tinker, and for divers other good causes & Considerations them thereunto

was afterwards deputy-marshal, and kept the prison, wherein, it would seem, he lived, or at any rate his widow after him (he died in 1646). The General Court was forced to bribe her to leave quietly, as she imagined that it belonged to her by right.

[1] Avis, alias Havye.

[2] This short lease, like that of Clement to Salter, and of Hood to Parish (pp. 1, 7, *ante*), was made only for the purpose of facilitating the conveyance of the fee, by interposing a fictitious "estate for years," thereby avoiding livery and seizin to the grantee (in trust) or to the future purchaser. [T.]

moving have granted, bargained, sold, enfeoffed & confirmed unto the said John Tinker, All those three acres and halfe of meadow or pasture ground more or lesse, called Marshtofte, lying in Dunnington [1] in the County of Lincolne, abutting upon the north end of the Coppihold land of Thomas Wilson brother of the said William Wilson there, wch said meadow or pasture ground William Wilson, ffather of the said William Wilson party to these presents, purchased of one Avis al^{s} Havye of Dunnington Northrop aforesaid, husbandman, deceased, Together with all wayes, profits & commodities thereunto belonging or reputed to belong And all rents reverc̃ons services and other hereditaments thereunto belonging whatsoever And all deeds evidences writings escripts and minuments whatsoever concerning the same in whose custody soever they be And also all the right title claime interest and demand whatsoever of them the said William Wilson and Patience his wife of in and to the premises and every or any parte therof To have and to hold the said meadow or pasture ground rents reverc̃ons services and all and singular the premises wth the appurtenances whatsoever unto the said John Tinker his heires and assignes for ever To the only use & proper behoofe of the said John Tinker his heires and assignes for ever To be holden of the cheife Lord or Lords of the ffee or ffees of the premises by the rents and services therefore due & of right accustomed. And the said William Wilson and Patience his wife doe for themselves their heires executors administrators and assignes Covenant promise & grant to and with the said John Tinker his heires and assignes by these presents that he and they shall or may lawfully have hold and enjoy the premises and every parte therof freed and discharged of all iudgments Statutes, merchant & of the Staple, recognizances bargaines sales gifts grants feoffments wills ioyntures dowers titles troubles charges & incumbrances whatsoever from time to

[1] Dunnington, or Donnington, about six miles southwesterly from Boston, in Lincolnshire. The name was originally written Dunnington Northrop, but the Northrop was crossed out by Lechford, both in the short lease and (at its first occurrence) in this deed to John Tinker. [T.]

time and at all times hereafter without the lett trouble or eviction of them the said William Wilson & Patience their heires or assignes or of any other person or persons whatsoever. And that they the said Willm̄ Wilson & Patience their heires and assignes shall & will from time to time and at all times hereafter at the reasonable request and cost and charges in the law of the said John Tinker his heires or assignes make and acknowledge or cause to be made & acknoledged any further assurances or conveyances in the law whatsoever for the better & more sure setling & conveying the premises unto & upon the said John Tinker his heires [12] and assignes according to the true intent & meaning of these presents so as the said William Wilson and Patience his wife or their heires or assignes be not compelled to travell out of the Jurisdiction of the Massachusetts in New England for the making or acknowledging thereof And the said William Wilson and Patience his wife doe hereby constitute and make their welbeloved Richard Tunnard, and Thomas Wilson, brother of the said William, their true and lawful Attorneys, joyntly or severally for them the said William and Patience and in their names to enter into and upon the premises and quiet & peaceable possession thereof to take and afterwards quiet and peaceable possession livery and seizin therof to deliver over unto the said John Tinker his heires and assignes according to the purporte and true meaning of these p^rsents ratefying and allowing whatsoever their said Attorneys shall lawfully doe in the premises. In witnesse whereof the parties above sayd have hereunto interchangeably sett their hands and seales the day and yeare first above written. In p^rncia nrñ. dc̄or Testin ore Attornem^t ꝑ Willm̄ Dynely indorse sur le fait, fac̄t 26° 8, &c. coram nobis. [5̄s. Wilson & Tinker.]

Me Willm̄ Wilson De Boston in Nova Anglia Plantatorem tener &c. Johī Tinker in Centum libris &c. dat. 24. 8. In p^rncia nrñ. dc̄or Testin. The Condicon of this Obligation is such that if the said William Wilson and Patience his wife their heires executors administrat^rs and assignes shall

from time to time and at all times hereafter observe keepe fullfill and performe all such articles agreements grants & Covenants on their parte to be observed kept fullfilled and performed as they are mentioned and conteyned in one paire of Indentures bearing date wth these presents made betweene the said William Wilson of the one parte and the said John Tinker of the other parte Then this obligacon shall be voyd and of none effect or els shall remaine & be in full power strength and vertue. [1*s.* Wilson & Tinker.]

Articles of agreement indented made the twenty-fourth day of October, in the foureteenth yeare of the Raigne of our Soveraigne Lord Charles by the grace of God King of England Scotland France and Ireland &c. Annoq Dñi 1638 *Betweene* WILLIAM WILSON *of Boston in New England Planter of the one parte and* JOHN TINKER *of Boston aforesaid planter of the other parte.*

Whereas the said William Wilson and Patience his wife have by their deed indented bearing date wth these presents granted & conveyed certaine meadow or pasture ground lying in Dunnington in the County of Lincolne unto the said John Tinker [13] his heires and assignes for ever as more at large by the said deed indented it doth & may appeare Now it is Covenanted concluded declared and agreed by and betweene the parties aforesaid that the said grant and conveyance is and shall be upon this speciall trust and confidence that the said John Tinker shall sell the premises for them unto some person or persons in England for as much money as he by his best skill and endevours can get for the same. Item, that the moneys the premises shall be sold for shall be disposed, first of all towards the payment of the debts of the said William Wilson's father, and next towards the bringing over, passage and provisions of Alice Wilson, mother of the said William into these parts of New England, if she please to come, wherein the said John shall well and faithfully help and advise the said Alice.

Item, that the said John shall receive five pounds and tenne shillings thereof for his labour and charges thereabout; and the residue of the said money to be to the said Alice Wilson.

Itm̄ that the said William Wilson & Patience and their heires execut^{rs} admōrs and assignes shall from time to tyme and at all tymes hereafter save & keepe harmelesse the said John his heires executors & administrators of and from all actions suits troubles charges & demands wch shall any wayes arise and come upon or be brought against him or them for or by reason of any reasonable grants covenants agreements bonds condic̄ons or other assurances wch the said John shall be required to enter into or make unto the purchasor or purchasors of the premises according to the purport of the said Deed indented & of these presents.

Itm̄ if the said Lands cannot be sold after all the best endevours of the said John therein to that purpose then the said John shall have only fforty shillings for his paynes & charges thereabout and shall upon reasonable demand reconvey the premises to the said William Wilson his heires and assignes or to whomsoever hee or they shall appoint. In witnesse whereof the parties aforesaid have to these presents interchangeably sett their hands and seales the day and year first above written In p^{r}ncia nrñ. dc̄or Testin. [3*s.* 4*d.* Wilson & Tinker.]

Me Johem̄ Tinker de Boston in N. A. Plantat. tener Will Wilson in 100^{li} Dat. 24. 8. In p^{r}nc̄ia nrñ. dc̄or Testin.

The condicon &^{c} to keepe Covents &^{c} in the said articles pnt &^{c}

[1*s.* Tinker & Wilson.]

Me Willm̄ Wilson De Boston in N. A. Plantat. tener &^{c} John Tinker in 100^{li} Dat. 24. 8. In p^{r}ncia nrñ. dc̄or Testin.

Condicoñed ut sup^{a} Rec. p^{t} in garden fruits. [1*s.* Wilson & Tinker.]

[14] To all Christian People to whome these presents shall come I Thomas Dexter of Lynne in New England, yeoman, send greeting in our Lord God everlasting, Knowe Yee that for my naturall love and good affection that I beare unto my sonne & heire apparent Thomas Dexter & for other good

causes & considerations me thereunto moving, I have given and granted and by these p^sents doe give & grant unto the said Thomas Dexter my sonne, One mansion house and all outhouses, barnes, stables, cowhouses & the appurtenances, and one water mill wth the appurtenances, and six hundred acres of land meadow and pasture to the said mansion house belonging, lying and being in Sandwich by the Indians heretofore called Shawme, w^thin the Jurisdiccon of the Patent of Plymouth in New England, and all woods, underwoods, commons & appurtenances to the same perteyning whatsoever, To have and to hold the said Mansion house & premises, wth all & singulare the appurtenances unto the said Thomas Dexter my sonne his heires and assignes for ever, to the only use & proper behoofe of the said Tho: Dexter my sonne his heires and assignes for ever. And also I doe for the consideracons aforesaid give & grant unto the said Thomas Dexter my sonne, one plough or teame wth foure oxen & one horse or mare, wth all necessaries to the same, To have & to hold to him my said sonne, his executors, administrators and assignes for ever. And I grant & hereby promise to my said sonne that if he shall not think good to accept of the premises hereby granted, that I will pay him the summe of five hundred pounds upon reasonable demands. In witnesse whereof I have hereunto set my hand and seale, the twenty fourth day of October in the foureteenth yeare of the raigne of our Soueraigne Lord Charles King of England &c. Annoq̄ Dñi 1638.[1] In p^rncia nrñ. Anthonij Swimmer et mei T. L. [2*s.* 6*d.* Dexter & Dexter.]

[15] This Indenture made the thirtieth day of October in the foureteenth yeare of the raigne of our Soveraigne lord Charles by the grace of God King of England Scotland

[1] On a subsequent page will be found a bond given by Thomas Dexter, the son, in consideration of this deed, for the payment of £100 to each of his sisters, Mary and Frances Dexter, in case the said Thomas (junior) "should marry a wife and dye at sea before his returne into these parts of New England, or not be well advanced in marriage according to the good likeing of the said Thomas." One of the daughters of Thomas Dexter, Sr., married John Friend, of Boston, October, 1639 (see pp. 20, 21, *post*). [T.]

France & Ireland &c. Annoq̃ Dñi 1638, Betweene Katherine Coytmore,[1] late of Wapping in the County of Midd[lesex], and now of Charles Towne in New England, widdowe, Increase Nowell[2] of Charles Towne aforesaid, Esqr, & Parnell his wife, Thomas Graves of Wapping aforesaid, mariner, & Katherine his wife, and Mary Eaglesfeild daughter & heire of Susanna Eglesfeild deceased, sister of the said Parnell & Katherine Graves, all three daughters of Thomas Grey, late of Harwich in the county of Essex mariner, deceased, & of the said Katherine Coytmore sometimes his wife, of the one parte, and Robert Kidd of Sutton in the county of Suffolke, yeoman, of the other parte, witnesseth, that the said Katherine Coytmore, Increase Nowell & Parnell his wife, Thomas Graves & Katherine his wife, and Mary Eaglesfeild, for and in consideration of the somme of ffive hundred & ffifty pounds of lawfull money of England to them in hand payd before the sealing and delivery of these presents by the said Robert Kidd, wherof and wherewith the said Katherine Coytmore Increase & Parnell Thomas Graves & Katherine his wife & Mary doe acknowledge themselves to be satisfied & payd & therof and of every parte therof doe remise release & for ever quitt clayme the said Robert Kidd his heires executors administrators and assignes by these presents Have aliened, granted and enfeoffed, and by these presents doe alien grant and enfeoffe unto said Robert Kidd, the one moity and halfendeale

[1] This indenture supplies some additional information, respecting the family of Mrs. Coytmore, to that which has been gathered by Mr. Frothingham (*History of Charlestown*, p. 86) and Mr. Savage, showing that she was the daughter of Robert Myles, of Sutton, County Suffolk, and had by her first husband, Thomas Grey, of Harwich, County Essex, three daughters: Parnell (married Increase Nowell), Katherine (married Thomas Graves), and Susanna (married — Eaglesfield), who died before the making of this indenture, leaving one daughter, Mary Eaglesfield. [T.] It is probably superfluous to remark that this Mrs. Coytmore was not, at a later period, Governor Winthrop's wife, but his wife's mother-in-law.

[2] Increase Nowell came with Winthrop in 1630; and was one of the founders of the church at Charlestown. He was at first Ruling Elder; but it being thought that he could not hold this office together with that of assistant, he gave it up. He was for many years Secretary of the Colony, and was assistant from 1629 to his death in 1655. His wife was Parnell Grey, daughter of Katherine Coytmore by Thomas Grey, as here shown.

of all and singulare those freehold lands and tenements late of Robert Myles, of Sutton aforesayd, yeoman, deceased, ffather of the said Katherine Coytmore, now or late in the tenure or occupation of the said Robert Kidd or his assignes, situate, lying & being in Sutton aforesaid, and in the mannors or townes or villages of Sutton Storkerland & Campsey, Houslye, Setleburgh, Ufford, Blacksall, or any other townes, villages, hamlets or mannors, wthin the county of Suff. wheresoever, wth all and singulare the appurtenances thereof, And all deeds, evidences writings escripts & minuments whatsoever concerning the same in whose custody soever they be that they the said Katherine Coytmore Increase & Parnell Thomas Graves and Katherine his wife & Mary or any of them can or may come by wthout suit of law. And all their & every of their right title clayme interest and demand of in and to the premises and every parte & parcell thereof To have & to hold the said moity & halfendeale of the said ffreehold Lands & Tenements & all & singulare the premises wth the appurtenances unto the said Robert Kidd his heires & assignes for ever To the only use & proper behoofe of the said Robert Kidd his heires & assignes forever To be holden of the cheife Lord or Lords of the ffee or ffees of the premises by the rents & services therefore due & of right accustomed. And they the said Katherine Coytmore Increase & Parnell Thomas Graves & Katherin his wife [16] and Mary doe for themselves their heires executors and administrat^{rs} Covenant promise and grant to and wth the said Robert Kidd his heires and assignees by these presents that hee & they shall or may lawfully from tyme to tyme & at all tymes hereafter have hold & enjoy the premises hereby granted and every parrte thereof freed & discharged of & from all former & other grants bargains sales feoffments iudgments statutes, merchant & of the Staple, Recognizances ffines issues amerciaments Joyntures dowers titles of dower and of and from all other titles troubles charges & incumbrances whatsoever had made done or suffered or to be had made done or suffered by the said Katherine Coytmore Increase and Parnell Thomas Graves & Katherine his wife &

Mary their heires or assignes or any of them or by their or any of their assent meanes or procurement wthout the let trouble or evicc̃on of them or any of them or of any other person or persons lawfully clayming from by or under them or any of them And Also that they & every of them their and every of their heires and assignes shall & will from time to tyme and at all tymes hereafter wthin the space of twenty yeares next ensuing the date hereof at the reasonable request and at the cost & charges in the law of the said Robert Kidd his heires or assignes make doe acknowledge levy & suffer or cause to be made done acknowleged levyed & suffered all and every such further & other lawfull & reasonable act & acts thing & things assurances & conveyances in the law whatsoever for the more better & sure conveying & sure making of the premises hereby granted & every parte therof unto the said Robert Kidd his heires and assignes as by him or them or his or their Councell learned in the Lawe shall be reasonably advised devised or required soe that for the making doing acknowledging levying or suffering therof the said Katherine Coytmore Increase & Parnell Thomas Graves and Katherine his wife & Mary their heires and assignes or any of them be not compelled to travell out of the Jurisdicc̃on of the Massachusetts in New England. And the said Katherine Coytmore Increase & Parnell Thomas Graves & Katherine his wife & Mary have constituted and ordained, & in their place have put, & by these p^{r}sents do constitute & ordaine & in their place put their welbeloved & honoured friends Sr William Wiseman of Canfeild Hall[1] in the county of Essex, Knight and Baronet, Robert Mather of Sutton aforesaid, gent., and Henry Halfin of the same, yeoman, their true and lawfull atturneys, ioyntly & severally for them & in their names to enter into & upon the premises hereby grated

[1] Sir William Wiseman, created a baronet in 1628, and appointed sheriff of the County of Essex in 1638, was the second son of Thomas Wiseman, "who married Alice, daughter and heir of Robert Myles of Sutton, in Suffolk, Esq.," and sister of Mrs. Coytmore. He was born in 1600, and succeeded to the family estates on the death of his elder brother, Robert, April 21, 1628. He had three sisters, named Mary, Susan, and Parnell (Morant's *History of Essex*, ii. 283, 462). [T.]

& possession therof to take, and after such possession therof had & taken for them & in their names full & peaceable possession, leving and Seizin therof unto the said Robert Kidd or his certaine Atturney in this behalfe to deliver according to the tenor force forme & effect of these presents Ratefying & allowing all & whatsoever their said Attorney or Attorneys or any or either of them shall doe in the premises In witnesse whereof the partyes abouesaid have hereunto interchangeably sett their hands and seales the day and yeare first abovewritten. In p[r]ncia nrñ. Johis Wintrop & me T. L. Signed sealed & dd. by Katherine Coytmore Increase N. & Parnell his wife & Mary E. in p[r]ncia nrñ. [6*s.* 8*d.* 5*s.* 0. Mrs. Coytmore & others & Kidd.]

[17] To all Christian people to whome these presents shall come Wee Katherine Coytmore late of Wapping in the County of Midd and now of Charles Towne in New England Widdow Increase Nowell of Charles Towne aforesaid Esqr. & Parnell his wife Thomas Graves of Wapping aforesaid Mariner & Katherine his wife and Mary Eaglesfeild Daughter & heire of Susanna Eaglesfeild deceased, Sister of the said Parnell & Katherine Graves all three daughters of Thomas Grey late of Harwich in the County of Essex Mariner & of the said Katherine Coytmore sometimes his wife send greeting in our Lord God everlasting, Knowe yee that we have made constituted ordained and appointed and by these presents do make constitute ordaine & appoint our welbeloved and honoured ffriends S[r] William Wiseman of Canfeild Hall in the County of Essex Knight & Baronet Robert Mather of Sutton in the County of Suff. gent and Henry Halfin of the same yeoman and every of them severally our sufficient and lawfull Atturney and Atturneys at some Court or Courts holden for the Mannor or severall Mannors of Sutton, Sutton Storkerland & Campsey Houslye, Setleburgh, Ufford, Blacksall or any other Mannor or Mannors w[th]in the County of Suffolke or for any the said Mannors for us or any of us and in our names steads & places or in the name stead or place of any of us to surrender into the hands of the Lord or severall Lords of the said Mannor or Mannors the one moity and

halfendeale of all those our Coppihold or Customary lands mesuages or Tenements late of Robert Myles of Sutton aforesaid yeoman deceased ffather of the said Katherine Coytmore now or late in the tenure or occupation of Robert Kidd of Sutton aforesaid yeoman or his ass̄s and all our or any of our Coppyhold or Customary lands tenements & hereditaments whatsoever in the said Mannor or Mannors [18] holden of the said Mannor or Mannors or any of them by Coppy of Court Roll to the only use & behoofe of the said Robert Kidd his heires and assignes according to the custome & severall customes of the said Mannor or Mannors And further for us and every or any of us and in our names & places and in the name or place of every or any of us to doe execute and suffer or cause to be done executed & suffered all and every such further lawfull act and acts thing & things whatsoever whereby the said moity and halfendeale of the said Coppihold or Customary mesuages lands Tenements & hereditaments late of Robert Myles aforesaid now or late in the tenure or occupac̃on of the said Robert Kidd may be lawfully surrendered setled estated assured and conveyed upon him the said Robert Kidd his heires and ass̄s according to the custome or severall customes of the said Mannor or Mannors as to them our said Atturneys or any or either of them shall seeme meete fit or expedient Ratefying allowing approving and confirming all and every such thing and things as our said Attorney or Attorneys or any or either of them shall doe execute or suffer touching and concerning the execution and performance of this their power and authority to them and every of them herein and hereby granted. In witnesse whereof we have hereunto set our hands and seales the thirtieth day of October in the fourteenth yeare of the Raigne of our Soveraigne Lord Charles by the grace of God of England Scotland France & Ireland &c. King Annoq̃ Dn̄i 1638. In p'ncia nr̄n. Johis Wintrop & mei T. L. [M^ris Coytmore & others and Sr Willm̄ Wiseman & others 3*s*. 4*d*. 3*s*. 4*d*.]

Me Katherinam Coytmore imp de Wapping in Com. Midd et nunc de Villa Caroli in Nova Anglia viduam tener &c. Willō Wiseman De Aula de Canfeild in Com Essex Militi et Baronetto

in mille libris &c. Dat. 30.8. coram nobis Johe Wintrop & me T. L.

The Condičon of this obligation is such that whereas the said Katherine Coytmore together wth Increase Nowell Esqr and Parnell his wife and Thomas Graves Mariner and Katherine his wife & Mary Eaglesfeild have by their deed indented made betweene them of the one parte & Robert Kidd of the other parte for the summe of five hundred and ffifty pounds of lawfull money of England aliened granted & enfeoffed and made their letter of Attorney for the surrendring the one moity and halfendeale of certaine ffreehold and Coppihold mesuages lands tenements & hereditaments late of Robert Myles deceased, ffather of the said Katherine Coytmore & now or late in the occupation or possession of the said Robert Kidd lying & being in the severall Mannor or Mannors Townes villages or hamlets of Sutton, Sutton Storkerland and Campsey Houslye Setleburgh Ufford Blacksell or [19] any other Mannor or Mannors Townes villages or Hamblets wthin the County of Suffolke whatsoever unto the said Robert Kidd his heires and assignes and unto his and their use for ever as by the said deed indented and Letter of Attorney both bearing date wth these p^{r}nts more at large it doth and may appeare And by the last will and testament of Thomas Grey, sometimes husband of the said Katherine Coytmore it is appointed, willed & devised that when the said lands & tenements should be sold by the said Katherine Coytmore, shee should enter into one bond of a thousand pounds condičoned that she should with the said moneys raised by sale of the said lands and tenements, buy & purchase lands for the use & behoofe of herselfe for her life and afterwards for the use and behoofe of the said Parnell and Katherine Graves and Susanna Eaglesfeild, and their heires or wch said Susanna dying left the said Mary her daughter and heire, If therefore the said Katherine Coytmore shall accordingly wth the said five hundred and fifty pounds purchase & buy land to and for the use & behoofe of herselfe for her life and afterwards for the use and behoofe of the said Parnell & Katherine Graves & Mary and their

heires, Then this obligation shall be voyd and of none effect, or els shall remaine & be in full power strength and vertue. [Mr. Coytmore & Sr Willm Wiseman 2*s*. 6*d*. 2.6. 1*s*. 0.]

To all Christian people Unto whome these presents shall come, I John Cotton,[1] Teacher of the Church at Boston in New England send greeting in our Lord God everlasting: Whereas Edmund Diggle, late of Sutterton[2] in the parts of Holland in the County of Lincolne, Clerke, deceased, by his last will & testament made & ordained me, the said John Cotton, Overseer of his said last will & testament, Now Knowe yee, that because I remaine by the good providence of God in these parts of New England, & for divers good causes & considerations me therunto moving, I have constituted, made & ordained, & by these presents doe constitute, make & ordaine & in my place put my welbeloved & respected freind John Browne late of Boston in the said county of Lincolne and now of Poynton or Horbling in the same county, gent., my true & faithfull deputy, Attorney, and Proctor, for me and in my name to oversee the said last will & testament & the performance thereof, and all and every lawfull & reasonable thing or things, motion or motions, suit or suits, for me & in my name concerning the same, and according to the tenor of the said last will & testament, to make, doe, promove, & follow, or cause to be made, done, promoved or followed, for the due execution of the said trust in me reposed, as effectually to all intents & purposes as if I myselfe were there present in England, Ratefying, allowing, & approving whatsoever my said deputy, Attorney and Proctor shall lawfully or reasonably doe or cause to be done in the premises. In witnesse whereof, I have hereunto sett my hand & seale the thirtieth day of October Anno Dñi, 1638, 14 Car. Coram nobis. [Mr. Cotton & Mr. Browne 2*s*. 0.]

[1] John Cotton, born at Derby Dec. 4, 1585; died, Dec. 23, 1652. He was entered at Trinity College, Cambridge, and was afterwards a Fellow of Emmanuel. He preached at Boston in Lincolnshire from 1612 to 1633, and at Boston in New England from 1633 until his death.

[2] Sutterton parish is about six miles from Boston, where Mr. Cotton preached before coming to New England. [T.]

[20] To all to whome these presents shall come greeting, Knowe yee, that I Thomas Paynter[1] of Boston in New England, joyner, for twenty eight pounds of good & lawfull money of England to me in hand satisfyed and payd before the sealing & delivery hereof, Doe by this present writing, grant, bargaine, & sell unto George Barrell of Boston aforesaid, Cowper, my dwelling house and garden lying in Boston aforesaid wth the appurtences thereunto belonging, To have & to hold the said dwelling house & garden and all the premises wth the appurtenances whatsoever, unto the said George Barrell his heires and assignes for ever. And I grant for me & my heires that we will warrant unto the said George & his heires the tenements aforesaid against me the said Thomas and my heires for ever. In witnesse wherof, I have hereunto set my hand & seale the thirty one day of October, Anno Dñi 1638, Annoq̃ Regis Caroli decimo quarto. Coram nobis. [Paynter & Barrell.]

Me Georgium Barrell de Boston in Nova Anglia Cowp. teneř etc. Thome Paynter in sexdecim libris etc. Dat. 31. 8. Coram nobis.

The Condičon of this obligation is such that if the abovebounden George Barrell his heires executors administrators or assignes shall well & truly pay or cause to be payd unto the abovenamed Thomas Paynter his executors or assignes the somme of eight pounds of lawfull money of England upon the twenty fourth day of the fourth moneth next ensuing the date hereof if it be not the Lords Day, if it be, then the next

[1] Thomas Paynter of Boston left traces throughout New England, — at Providence, where he had a lot of land, at Hingham (1637), then at Charlestown, New Haven, Rowley, and Hingham again (before 1643, says Savage; but under this date, 1638, he calls himself of Boston). In Hingham he got into trouble for his religious views, and moved thence to Providence, then to Newport, and lastly, in 1661, to Westerly, with the first settlers of that town. He had a house in Boston (down in the *Book of Possessions*, G, 26), near Dock Square. George Barrell in the *Book of Possessions* is given a lot directly north of Paynter's; from which I infer that Paynter retained some of his property. It was on the purchase of this property by Barrell that he was admitted a townsman, on condition of "inoffensive carryage" (*Boston Town Records*, p. 36).

day after, at or in the now Dwelling house of the said Thomas this day by him passed to the said George then this obligation shall be voyd & of none effect or els shall be & remaine in full force strength & vertue. [Barrell & Paynter.]

Me Thomã Dexter de Sandwich in Nova Anglia, agricolã, tener &c. Thome Dexter patri suo, in quadringent. libris &c. dat. 30. 8. coram me T. L.

The Condiĉon of this obligation is, that whereas the said Thomas Dexter the ffather by his deed poll under his hand & seale bearing date the Twenty fourth Day of this instant moneth of October, hath given and granted unto the above bounden Thomas Dexter certaine lands & tenements in the precincts & bounds of Sandwich aforesaid in New England together wth one plough or teame wth foure oxen and an horse or mare & the appurtenances and if the said Thomas Dexter above bounden shall not accept the said Land & premises then the said Thomas Dexter the [21] ffather granted to pay unto the said Thomas Dexter above bounden, the some of five hundred pounds upon reasonable demand as more at large by the said deed poll it doth and may appeare. And whereas the said bounden Thomas Dexter hath agreed to and wth his said ffather Thomas Dexter in Consideration of the said grant & grants, to pay or cause to be payd unto Mary Dexter & Frances Dexter his daughters, for and towards their porĉons the summe of one hundred pounds to each of the said daughters at such time as the said Thomas Dexter abovebounden shall enter into & upon the said lands and tenements after his marriage, or at such time as he or his executors administrators or assignes shall demand & receive the said five hundred pounds, in case the said Thomas Dexter above bounden should marry a wife and dye at sea before his returne into these parts of New England, or not be well advanced in marriage according to the good likeing of the said Thomas Dexter the ffather. If therefore the said Thomas Dexter above bounden, his heirs executors administrators or assignes shall well & truly perform fullfill & keepe the said agreement or cause the same to be well and truly performed fullfilled & kept then this obligation shall

be voyd and of none effect or els shall remaine & be in full power strength & vertue. [Dexter & Dexter 2*s.* 6*d.*]

To all to whome these presents shall come greeting Knowe yee that I Katherine Coytmore late of Wapping in the county of Midd and now of Charles Towne in New England Widdow, for divers good considerations me thereunto moving have hereby ordained appointed and in my place put my wellbeloved ffreinds William Bates of Wapping aforesaid Shipwright George Philips of the same Mariner and Ellen his wife my attorneys baylies and receivers joyntly or severally to receive my rents out of my lands in Sutton in Suffolke for me & in my name & to make & give acquittances for the same and to bring or cause to be brought any accõns thereabout for me & in my name witnesse my hand & seale the xxxjth day of October Anno Dni 1638. Coram nobis Johẽ Wintrop & me T. L. [1*s.* 4*d.*]"

To all Christian people to whome these presents shall come, I John Wintrop[1] Esqr, Governor of the Massachusetts in New England send greeting: Knowe yee that Whereas Thomas Ewer[2] late of Charles Towne in the Massachusetts aforesaid Deceased, had divers goods & debts due to him in the Realme of England, I have hereby given power and Authority soe farre as in me lyeth, unto Anthony Dyaper Citizen and Draper of London and Andrew Blake of Strowde in the County of Kent, gent., ioyntly or severally, to gather up the said goods & debts and to use all lawfull meanes for the same and being soe gathered to pay out of the same unto William Woodcocke[3] of Soaper lane, London, merchant, the somme of forty pounds

[1] John Winthrop, the son of Adam Winthrop, born at Edwardstone, near Groton, in Suffolk, Jan. 12, 1588, died, March 26, 1649. He was chosen governor of the Company of Massachusetts Bay, Nov. 20, 1629, and set sail for New England, March 29, 1630, arriving at Salem, June 12 of the same year. He was governor of the colony from his arrival until 1648, with the exception of the years 1634, 1640, 1645, when Thomas Dudley was elected, and the years 1635, 1636, 1641, and 1644, when Haynes, Vane, Bellingham, and Endicott respectively held the office.

[2] Thomas Ewer came in the ship "James" from London in 1635, and died in 1638 (*Wyman*).

[3] For more concerning Woodcock, see pp. 204 *et seq.*, *post*.

and to one Mr Williams of London, eight pounds, and all other debts owing by the said deceased party and the rest of the said goods and debts Due to the deceased to returne hither into the Court heere, to be disposed of to the wife and children [22] of the said Thomas Ewer according to Lawe. In witnesse whereof I have hereunto set my hand and the publick seale of or Colony, Dated at Boston in the Massachusetts aforesaid, the Thirty one Day of October Anno Dñi 1638, Annq̃ RR. Caroli Angliæ &c. decimo quarto. [Mr Governr Dyaper & Blake for Ewers goods. 2s. 0.]

Be it knowne unto all men by these presents that we Ralfe Sprague,[1] sometimes of Fordington in the County of Dorset, ffuller, and now of Charles Towne in New England, Planter, and Joane Sprague wife of the said Ralfe, one of the daughters of Richard Warren late of Fordington aforesaid, yeoman, deceased, Doe by these presents constitute, ordaine & appoint our welbeloved ffreinds William Derby of Dorchester in the County of Dorset, gentleman, our true and lawfull Attorney for us & in our names and to our use to demand & receive all such porc̃ons & porc̃ons, summe & summes of money and childs parte of the goods & chattles reall or personall, late of the said Richard Warren, that is, are, or may be due or belonging unto us or either of us, by any right whatsoever, of and from any person or persons whatsoever that ought to pay or render the same unto us or either of us: And further, for us & in our names to commence & followe or cause to be commenced & followed any suit or suits ac̃on or ac̃ons in any Court or Corts Temporall or Ecclesiasticall wthin the Realme of England for the same against any person or persons that are or shall be lyable therunto & the same of them to recover levy and receive by due processe of lawe unto our use: And also to doe & performe any act or thing requisite therunto or touching the performance of his power &

[1] Ralph Sprague, of Upway, in Dorsetshire, came to New England in 1629, as is generally agreed. He was one of the thirty-three original members of the church at Charlestown who were by their own request dismissed from the Boston church. Of these Thomas James was the pastor, and Increase Nowell the most prominent man. Sprague became captain shortly, and was often representative.

authority hereby given unto him for us & in our names as effectually and fully to all intents and purposes as if our selves were there present & Ratefying, allowing, & confirming whatsoever our said Attorney shall lawfully doe in the premises. In witnesse whereof we have hercunto set our hands & seales, the eighth day of November, Anno Dñi 1638, Annꝙ RR. Caroli Angliæ, &c. decimo quarto. coram nobis, Johē Wintrop, Governor of the Massachusetts in N. E. & mei T. L. [Sprague & ux. & Derby 2*s* 6*d*.]

To my very worthy and good ffreind Mr. William Derby at his house in Dorchester or at his lodging in Terme tyme at the Sugerlòafe in Sheerelane, London, these d [*eliver*].

Worthy Sr, I heare that my wife's ffather is Deceased, and that he leaft a faire estate behinde him. I knowe not whether hee made a will or no: my wife and I hope that there is a child's parte due unto us, because that she had noe porc̄on as yet from her ffather in his life tyme. These are therefore to entreate you to be pleased to deale for us as effectually & circumspectly in this businesse as you can and to take all advantages for us in the thing, and that you would receive what is due to us, pay yorselfe for all charges & labour in it out of what you receive, & returne us the rest, by my Sister Alice Eames at Pomberry mills. We thank the Lord we are heere [23] well & in health, and we hope you are so also, and that worthy and godly man Mr. White yor Pastor, to whome my wife & I remember our service and yorselfe & Mr. Peale, beseeching the Lord God to keepe you & defend you & his Churches all in this evill tyme. So I rest

Yor very loving ffreind

RALFE SPRAGUE.

BOSTON in N. E. 8. 9. 1638.

Wee have sent you here-inclosed a letter of Attorney sealed before our worthy Governor to the purpose in this letter menc̄oned. The writer hereof who hath given his advise in this businesse salutes you in the Lord. And I leave all to yor wisedome and discreation.

To my Loving Sister Alice Eames at Pomberry milles neare Dorchester, these d.

Loving Sister, my love to you & o^{r} freinds wth you remembred, whereas I sent you a letter formerly to treate wth my wife's ffathers executors about our porc̃on, I doe hereby revoake those letters & yor power by them committed to you, & desire you would goe to Mr Derby whome we have made our Attorney, & knowe of him what is or can be done in the matter, & if he shall recover any thing then you are to receive it & send it to me & dispose of it according to my former direc̃ons, but howsoever I pray let us heare what is or shall be done in the businesse. Soe the Lord keepe you & yo^{rs}

Yo^{r} loving Brother

RALFE SPRAGUE.

BOSTON in N. E. 8. 9. 1638.

Mr. Throgmorton a draught of an Assignment, 23. 9. 1638. [1*s.*]

To all to whome these presents shall come greeting, Knowe yee that I John Graves[1] of Roxbury in New England, Cowleech, gardian of Sarah Graves my Daughter under age, Doe hereby constitute and make my wellbeloved freinds Robert Wood of Harlowe in the County of Essex, shoomaker, and Nicholas Campe of Nasing in the said County, husbandman, my true and lawfull Attorneys joyntly and severally for me & in myne name and my said daughters name to demand and receive and by suit of law if need be to recover of Lydia Ford late of Nasing aforesaid, widdow, my Sister, the summe of seaven pounds and tenne shillings, for six yeares rent of a certaine peice of meadow in Nasing aforesd, to be ended the Twenty fist day of March next ensuing the date hereof, being parte of my said daughter's legacy, according to the

[1] John Graves was a friend of John Eliot the Apostle, coming, as did Eliot, from the town of Nasing, in Essex, and living in Roxbury. He died in 1644.

last will & Testament of Thomas Finch[1] late of Hertford in the county of Hertford, yeoman, deceased. And acquittance or acquittances therefore in my name and my said Daughters name to make upon such receipt, and the same money received to returne unto my welbeloved freind Nicholas Parker[2] of Boston in New England, Planter, whome I have appointed to receive the same. Ratefying [24] and allowing all and whatsoever my said Attorneys or either of them shall lawfully Doe in the premises. In witnesse whereof I have hereunto set my hand & seale the twenty third day of Novembr Anno Dñi 1638, Annoq; RR. Caroli Angliæ &c. decimo quarto. Coram nobis, Tho: Savage et mei T. L. scr̃ hujus. [1. 6]

To all to whome these presents shall come, I John Wintrop Esqr Governor of the Massachusetts in New England send greeting in our Lord God everlasting, Knowe yee that Elizabeth Woolcott and Mary Woolcott, Daughters of John Woolcott[3] heretofore of Glaston in the County of Somerset,

[1] This provision for one of the daughters of John Graves may account for the omission of her name in his will, made Nov. 1, 1644, by which his estate was left to his wife, mother, and children, except Sarah. Perhaps she was the only surviving child by a second wife (daughter of Thomas Finch), who died shortly after his arrival in New England in May, 1633, or of Judith Alward, or Allard, whom he married in December, 1635, his third wife (compare *Savage;* see *Roxbury Land Records*, p. 81). [T.]

[2] Nicholas Parker, of whom much will be seen from time to time in the *Note-book*, had been a merchant of Roxbury, where he lived at first, but soon removed to Boston. He was probably brother of Richard Parker, who also appears frequently in the *Note-book;* but I believe there is no direct evidence to show that this was the case.

[3] "John Wolcott, Cambridge or Watertown, freeman, 4th March, 1635; representative, May following; died in July, 1638. His inventory, taken 17th of that month by three of the church members, — Rev. George Philips being one, — and the prefix of respect, show that he was a man of esteem" (*Savage*). His first wife died probably before his coming to New England. He left a widow, Winifred, who afterwards married Thomas Allen, of Barnstable (Bond's *Watertown*, p. 668. On p. 975 Bond refers to a notice of John Wolcott in *History of Brookfield*, pp. 37, 38). The memorandum to "write to Henry Wolcott, of Windsor," to inform him of the choice of guardians by the daughters, indicates the relationship of John Wolcott to the Windsor family. The elder daughter bore the same name with the wife of Henry Wolcott, Elizabeth [Saunders]. May not John have been the eldest

yeoman, and late of Watertowne in New England, planter, deceased, and of Mary sometimes his wife also deceased, are at the tyme of the making hereof in full life and good health, and further they have before me chosen and intreated their Uncles Richard Vayle of Glaston aforesd, yeoman, and Christopher Atkins of the same, mercer, to be their guardians joyntly and severally for them and in their names to take up, occupy and enjoy all those their Coppihold Lands and Tenements lying in or neare Glaston aforesaid, in whatsoever mannor or mannors in the said County until they shall respectively be of full age or married, and then to render them an account of the issues and profits of the same Lands & Tenements, and also the possession thereof according to their right. And that in the meanewhile they their said uncles would for them and in their names do or cause to be done all such suit & service to the Court or Courts of the Lord or Lords of the premises, and all other things, as shall be requisite according to the Law and custome or customes of the Mannor or Mannors where the said lands & tenements doe lye, for the better obteyning, holding and enjoying the premises accordingly. In witnesse whereof I have hereunto set my hand and the publique seale of our Colony. Dated at Boston in the Massachusetts aforesaid, the 26th Day of November, Anno Dñi, 1638, Annoq̃ R R Caroli Angliæ &c. 14. [2*s.* 6*d.* Woolcott.]

[*The following noted in the margin.*] Write to Henry Woolcott of Windsor in N. E. at M. George Searle mercer in Tanton

son of Henry and Elizabeth, born in 1607, who did not accompany his parents to New England, but was living in Wellington, Somersetshire, in 1631? In a notice of "Henry Wolcott and his Children" in the *Congregational Quarterly* for April, 1859 (vol. i. p. 149), the writer, Rev. Samuel Wolcott, says that the eldest son, John, "apparently never emigrated to America. He had died without issue previous to the date of his father's will, in 1655. The family record makes no mention of him." These daughters of John Wolcott, of Watertown, probably returned to England to the care of their guardians, — which, on the supposition of the identity of the father with the son of Henry, would account for the disappearance of their names from the family record. (This is not noticed in the recently published *Wolcott Family Memoirs*, 1881.) [T.]

& Edward Woolcott of Axbridge in Somset mercer these to be made gardians.

[25] Be it knowne unto all men by these presents that we Elizabeth Woolcott and Mary Woolcott daughters of John Woolcott heretofore of Glaston in the County of Somerset yeoman and late of Watertowne in New England planter deceased and of Mary sometimes his wife also Deceased being at this time respectively & severally under the age of twenty and one yeares and here remayning beyond the seas in the parts of New England doe hereby choose and intreate our welbeloved Uncles Richard Vayle of Glaston aforesaid yeoman and Christofer Atkins of the same mercer to be our gardians joyntly and severally for us and in our names to take up occupy and enjoy all those our Coppihold Lands and Tenements lying in or neare Glaston aforesaid in whatsoever Mannor or Mannors in the said County untill wee shall respectively be of full age or married and then to render us an account of the issues and profitts of the same Lands & Tenements and also the possession thereof according to our right and that in the meane while they our said Uncles would for us and in our names doe or cause to be done all such suit and service to the Court or Courts of the Lord or Lords of the premises and all other things as shall be requisite according to the Law and custome or customes of the Mannor or Mannors where the said Lands and Tenements doe lye for the better obteyning holding and enjoying the premises accordingly. In witnesse whereof we have hereunto set our hands & seales the Twenty sixth day of November Anno Dñi 1638. Annoꝙ R R^{e} Caroli Anglie &c. decimo quarto. Coram nobis Joh^{e} Winthrop Gub^{r} et T. L. [2*s.* 6*d.*]

A Bond drawen for Mrs Woolcott to M^{r} [*blank.*] [1*s.*]

A writing for John Poole[1] concerning the [death, *erased,*] correction & examination of John England, 4. 10. 1638. [1*s.*]

[1] "John Poole, for abusing his servant, was fined £5" by the court at Boston, Dec. 4, 1638 (*Mass. Coll. Rec.* i. 247). Mr. Poole had before this

[28] To all xxian [Christian] people to whome these presents shall come Wee James Cade[1] late of Northam in the County of Devon and now of Boston in New England shipwright and Margaret his wife send greeting in our Lord God everlasting Knowe yee that we the said James and Margaret for and in divers considerations us thereunto moving Doe by these presents grant a lien and enfeoffe unto George Strange gen̄t All that one dwelling house lately erected and fourteene acres of land lying in severall places in the parish of Northam aforesaid now or late in the tenure or occupation of Mary Busvyne widdow or her assignes and all rents services and rever̄cons therof and all deeds and evidences only concerning the same in whose custody soever they be To have and to hold the said Dwelling house & land wth all and singulare the appurtenances unto the said G. S. his heires and assignes for ever To the only use and proper behoofe of the said G. S. his heires and assignes for ever And Whereas I the said James Cade have interest and right unto one rent charge or annuity of five pounds per annū going or coming out of three mesuages and tenements and fower acres of land lying in Northam aforesaid lately purchased by William Lee of the same Esq$_r$ of Christofer Cade ffather of me the said James or by the said William Lee his heires or a$\tilde{s}\tilde{s}\tilde{s}$ to be payd unto me the said James or my assignes after the death of Mary Hopper my

removed from Boston to Lynn. This John England, his servant, is probably the same who was at New Haven in 1645 and 1647, and afterwards of Branford, where he died in 1655 (*New Haven Col. Records*, i. 163, 294; ii. 186). [T.]

[1] This conveyance was probably made, or designed to be made (for the omission of the names of witnesses, and of the usual articles of agreement creating the trust, make it doubtful if it was ever executed), in trust, to enable Mr. Strange to sell and give conveyance of the premises to a purchaser in England. It offers an important contribution to the Cade (Cady) genealogy. James Cade, of Hingham, 1635, "came, it is said, from Wales, or the West of England, which," as Mr. Savage thought, "is very loose." This draught shows him to have come from Northam, County Devon, where his father, Christopher Cade, had held land, which he sold, charged with an annuity to his wife Margaret, and died before the date of this instrument, leaving sons, James and John, and probably a daughter, Thomasine, wife of John Roe. [T.]

moth: for and during the lives of me the said James John Cade my brother and Thomasin Roe wife of John Roe of Abbotsham in the said County Mariner and the longest liver of us, I The said James doe hereby grant alien assigne and convey unto the said [*blank*] the said rent charge and all the right title and interest of me the said James of in and to the same and every parcell thereof To have and to hold the said rent charge or annuity wth all and singulare [27] the last mentioned premises wth the appurtences whatsoever unto the said G. S. and his assignes during the tearme aforesaid And Whereas also wee the said James and Margaret hold for the life of the said Margaret one mesuage or tenement wth the appurtenances lying in Biddeford in the said County wee doe hereby grant and assigne unto the said [*blank*] all our and each of our right title interest & possession of and in the said last mentioned mesuage or Tenement To have and to hold the said last mentioned premises wth the appurtenances whatsoever unto the said G. S. & his assignes for and during the tearme aforesaid. And Wee the said James and Margaret doe for ourselves our heires executors administrators and assignes promise & grant to the said G. S. his heires and assignes by these presents that wee the said James and Margaret our heires executors administrators and assignes shall and will from time to tyme and at all tymes hereafter within twenty yeares next ensuing the date hereof at the reasonable request and at the costs & charges in the law of the said G. S. his heires and assignes make doe execute levy acknowledge and suffer or cause to be made done executed levyed acknowledged and suffered all and every such further and other reasonable act and acts thing and things assurances and conveyances in the Law whatsoever for the more sure conveying and sure making of all and singulare the severall premises and every parte and parcell thereof unto the said G. S. his heires and assignes according to the true meaning of these presents be it by ffine or ffines recoverie or recoveries ffeoffments grants bonds or other assurances whatsoever as by the said G. S. his heires or assignes shall be reasonably

advised devised or required soe that for the doing suffering or acknowledging thereof the said James and Margaret their heires executors administrators or assignes shall not be compelled to travell out of the Jurisdiccon of the Massachusetts in New England And we the said James and Margaret [28] doe by these presents nominate constitute & appoint our welbeloved freinds Walter Lawrence of Abbotsham in the said County yeoman and Philip Gibb of Northam aforesaid our true & sufficient Attorneys ioyntly and severally for us and in our names to enter into and upon the severall premises hereby granted or any of them & possession therof to take and afterwards full quiet & peaceable possession livery and seisin therof to deliver over unto the said G. S. according to the purporte and true meaning of these presents Ratefying and allowing whatsoever our said Attorneys or either of them shall lawfully doe in the premises In witnesse whereof Wee have hereunto set our hands & seales the fourth day of Decembr Anno Dñi 1638 And in the foureteenth yeare of the raigne of our Soveraigne Lord Charles by the grace of God King of England &c Coram.

To my loving Freind, Mr. Edmond Browne,[1] *at Plymouth, these d.*

Mr. Browne. I was somewhat greived [when I was told of; *crossed out*] at a bitter scoffe you put upon me when you were in the Bay last, about the Howe. I confesse I did not at the present well heare what you said, or not apprehend your meaning, but afterwards I understood it. I have not seen you since. I use not to flatter or mock at those I respect, or others, and I cannot but tell you it was a signe of little charitie & respect in you towards me, wth a biting jest to add to the afflic-

[1] This must be the Rev. Edmund Brown, first minister of Sudbury, where he was ordained in August, 1640. Mr. Savage says that he "came over, 1637;" but Lechford's reference to a discussion "on shipboard" (though subsequently crossed out) seems to show that they arrived in New England by the same vessel, June 27, 1638, which Lechford notes as "the day of his landing." In his first draught, Lechford addressed him, with the familiarity of old friendship, as *Ned Browne*, but subsequently crossed this out. [T.]

tion of the afflicted whome rather you should have comforted: so much for that. I tooke you for my ffreind and therefore did freely open my mind to you from time to time, ever since we came acquainted. I shewed you therefore my writings on the Apocalyps and other scriptures, whereon you tooke notes and promised you would write me somewhat in answere, to rectify me if I were mistaken in any thing, wch yet you have not done. It may be you have not had leasure [but I shall expect it, because by yor contrary opinion some have been carryed, I conceive, not only against me, but against the truth, wth some preiudice; *crossed out*]. I hope you will not deny me that freindly office of love, but give me yor opinion as soone as you can. Also, you knowe you and I differing about the point of prophesying in the Churches, we agreed [on ship board; *crossed out*] to set downe our opinions therein under our hands. I for my part did so, and delivered the same to Mr. Downing,[1] whome I intreated to [29] communicate the same to you, and so I beleive he did; however [for feare of failure; *crossed out*] out of respect to you & in performance of my word, I have sent you here a coppy of the proposic̃ons. Now I desire that you would also performe yor word and send me your opinion in this thing, when you can finde leasure and opportunity, that I may be advised and rectifyed by you if I mistake, or els that if you agree to me I may be confirmed in the truth. I pray let us not be strangers one to another. You may perceive I doe not forget you; though you never came to visit me, I visit you by letter: but when you come hither, if you please I shall be glad to see you, that we may come to a better understanding of each other. I pray p^{r}sent my service to Mr. Winslowe and to Mr. Chancey[2] and his

[1] Emanuel Downing, the brother-in-law of Governor Winthrop. Mr. Savage supposed that he arrived with Captain Peirce early in October, 1638. He and his wife were admitted members of the Salem Church, November 4 following (*Winth.*, i. 330, note). But *Mass. Records*, i. 236, show that he was here at least as early as September 4; and from this reference to him by Lechford I am inclined to believe that they were fellow-passengers from England. [T.]

[2] Rev. Charles Chauncy, afterwards president of the college at Cambridge, was at this time preaching at Plymouth as the colleague or assistant of Rev. John Reyner (see *Winth.*, i. 330). [T.]

wife. Soe I pray God to blesse you in all yor good proceedings, and notwthstanding [all former offences and jeeres; *crossed out*] anything herein seeming to the contrary, I remaine

Yo^{r} ffreind to doe you any
offices of love very ready,
T. L.

Boston, 10. 10. 1638.

[1] Virtute Harū Patent' Serenissimi Dn̄i nr̄i Caroli Regis Angliæ etc. Ego Joh^{es} Winthrop Ar' Gubn̄ator Coloniæ De Massachusett in Nova Anglia, Licentiam Dedi, et per p^{r}sentes potestatem concedo Stephano Winthrop[2] mercatori et Will^{o} Goose Rectori sive Nauclero naviculæ vocatæ le Sparrowe De Boston oneris quinquaginta doliorū vel circiter cum septem personis eisdem adjunctis ad Insulas vocat' Sumers Ilands

[1] "By virtue of these Patents of our Most Serene Lord Charles, King of England, etc., I, John Winthrop, Esquire, Governor of the Colony of Massachusetts in New England, have given License, and by these presents I allow power, to Stephen Winthrop, merchant, and William Goose, commander or master of the vessel called the 'Sparrowe,' of Boston, of fifty tons' burden, or thereabouts, with seven persons joined to them, to sail to those Islands called the Summers Islands, otherwise Bermudas, and there to do business with the inhabitants of that region. And if it shall come to pass that on account of adverse winds you shall not be able to reach the said islands, then it shall be allowable for you to travel to other islands inhabited by subjects or allies of our King, to the peaceful accomplishment of your business. And I therefore ask from all Governors and other Rulers having any jurisdiction or authority whatsoever in places of the kind aforesaid, that the said vessel may be received with men and goods into your ports, and may be permitted, having finished their business, to go thence quietly; and so may your men expect and find the same kindness from us if occasion should offer. Provided always that by virtue of this Commission it shall not be allowed the said Stephen and William or their men to inflict any hurt or injury upon any one, or to do business with any men in islands or places prohibited to the commerce of our King of England, except by urgent necessity, on account of provisions or safety. In testimony of this thing I have caused the public seal of the said Colony to be affixed to these presents, to remain good for six months, and no longer. Given on the twentieth day of December, in the year of our Lord 1638."

[2] Stephen Winthrop, fourth son of John Winthrop, but first by his third wife, Margaret, born 1619, and died in England, 1652, or thereabouts. He held certain offices in New England, but in 1645 or 1646 went back to take part in the Civil War, where he acquired distinction, both civil and military. Of his partner, William Goose, nothing to speak of is known.

alias Bermuda navigare et ibi commertia habere cum incolis illius loci. Et si contingat quod ob ventos adversos insulas prædictas attingere non possitis, tunc licebit vobis ad aliquas alias insulas a Regis nr̄ī subditis vel confæderatis inhabitatas applicare ad negotia vestra pacifice peragenda. Peto itaque ab omnibus Gubernatorib^s et aliis Jurisdicc̄ōnem vel Authoritatem quacunque in huiusmodi locis habentib^s ut navicula prædc̄ā cum hō'ibus et bonis suis in portus v̄ras recipiatur et negotiis peractis illinc quiete solvere permittatur, et sic eandem a nobis gratiam (occasione oblata) ho'i'es vestri semper expectare possint et invenient. Proviso semper quod favore huius Commissionis non licebit præfat' Steph'o et Gulielmo vel ho'ibus suis damnū vel gravamen aliquod alicui inferre, nec Commercia habere cum ullis ho'ibus in insulis sive locis ꝑ Regē nrū Angliæ mercaturā prohibitis nisi urgente necessitate ob victū vel salutem. In cuius rei testimoniū sigillū publicū Coloniæ prædictæ præsenti scripto apponi feci ꝑ sex menses et non ultra in virtute manere. Dat' vicesimo Die Decembris Anno Dn̄ī 1638.

[*Letter from Thomas Lechford to Hugh Peters*[1];]

WORTHY MR. PETERS. My service remembered to you, these are to let you (as a friend in the Lord, upon whom my heart much did and doth depend for counsel and ayde,) vnderstand some of my affaires; wherein I presume upon [*blank*][2] and your wisdom and gracious disposition which I have ever observed in you since I was your auditor and hung upon your Ministry at the Graves or Sepulchres.[3] You may easily conceive how it is with me, touching my estate or livelihood, being thrown out of my station in England, and [desirous to

[1] Hugh Peters, born 1599, came to New England in the "Abigail," as it is thought, in 1635, was settled the fourth minister of Salem, Dec. 21, 1636. He went back to England, in the same ship with Lechford, in 1641, and engaged vigorously in the Civil War. He was executed at the return of Charles II., Oct. 16, 1660. This letter is deciphered from the short-hand copy in the *Note-book* (see Introduction to *Plaine Dealing*, pp. xiv and xvii).

[2] Some word or words were here omitted by the writer when making his short-hand copy. [T.]

[3] St. Sepulchre's, in London, where Hugh Peters was for some time a much-approved preacher.

make a virtue of necessity?], in joyning to the people and Churches of God here, I forsook preferment in a Prince's court, that was offered to me, who of Christian Princes is the chief for godlynesse (as I was assured) Georgius Ragotzki,[1] Prince of Transylvania and Lord of Lower Hungary, successor to Bethlem Gabor; likewise the Lords of Providence[2] offered me place of preferment with them, which I will not name: Hither I have come, and the Lord knows my heart, faine would I joyne with your Churches, but first I desired to open my mind in some materiall things of weight concerning our profession, even the Christian faith; which I did, so God is my witnesse, not lightly or hastily take up, but upon good grounds and mature (as I hope) deliberation, long before I resolved to betake myself into these parts of the world: therefore farre was it from me, and shall ever be, to raise purposely any stirre here; for I love quietnesse and ease too well, and am quickly discouraged. My strength is but small and my judgement young and slender in great affaires of State. I showed you my books: you had not leisure to peruse them. I likewise, long before, showed my maine book to Mr. Cotton. He had not leisure to read it; and the first draught of that *Of Prophesie*, it lay in his house at least five weekes: After the Court here ended, I delivered that *Of Prophesie* to Mr. Deputy [Thomas Dudley][3] to advise thereof as a private

[1] George Rákoczy (or Ragotzki), born 1591, was elected Prince of Transylvania (Siebenbürgen) in 1631, about two years after the death of Bethlen Gabor, whose daughter he had married. He was a zealous champion of the Protestants of Hungary and Bohemia, who had suffered bitter persecution under the reign of Ferdinand II. and his successor (1637), Ferdinand III. The Bohemians had elected as their prince Frederick of the Pfalz, son-in-law of James I. of England, with whom Bethlen and his successor, George Rákoczy, maintained a firm alliance. The latter, having established himself in his principality by the defeat of the Turks at the battle of Schalonta in 1636, prosecuted the war against Ferdinand II. and the Roman Catholic party, until the rights of the Protestants were for a time secured by the treaty of peace of Lintz in 1645. He died Oct. 14, 1648 (Zedler's *Lexicon*, art. "Ragoczy, George;" Moreri; *Encyc. Brit.*, art. "Hungary"). [T.]

[2] See Trumbull's note, *Plaine Dealing*, p. 17.

[3] See Dudley's harsh judgment of book and man, in letter to Winthrop, 2 *Mass. Hist. Soc. Proc.*, pp. 311–312, and also in another letter, 4 *Mass. Hist. Soc. Coll.*, vii. 111.

friend, as a godly man and a member of the Church, whether it were fit to be published. The next news I had was, that at first dash he accused me of heresy and wrote to Mr Governor [Winthrop] that my book was fitter to be burned. Wot you what that heresy was? Why a thing I never intended, neither did you see when you read it; that I said the Apostles of churches had not power of to command, and I thought the Apostles of Christ claimed no other power than according to the word and will of Christ; therefore, (say he and some other,) I implied the Apostles of Christ might erre: and indeed my words might have been so strained. But the truth is, Apostles ought to remaine in the Churches, likewise Evangelists and Prophets, as well as Pastors or Teachers, else we must be beholden to the sins of men for the propagation of the Gospell: we must stay at home till they persecute us abroad, and then we may preach the Gospell. Not that I hold myself (the Lord knows my heart and my insufficiency!) fit for any of these great workes. Likewise, Prophesie is as I have said, as I verily believe; and also Tongues ought to be learned and spoken, as I have proposed. I speake according to my light, and dare do no otherwise. If hotly pursued me Master Deputy, I impute it to his zeale against errors: I am not angrie with him for it: but when I saw seven shepherds and eight principall men called out against me, as if I were an Assyrian,[1] I thought there might be something in me to bee reproved, and that it concerned mee to looke about mee. I dealt plainely: I told that I held, and so doe from my heart, the Apostles neither did nor could erre, because infallibly inspired by the Holy Ghost. Thereupon my book was referred to the consideration of the Elders. Having intimated a word of my other maine taske to Mr Deputy, they all now press me to produce that: I told them it was not ready for theire view; I must faire write it, and alter some things; yet at length, upon promise that I should have it againe (for if it be no error, I will not part with it for £100.) I promised to let them see it. I have accordingly left it to Mr. Deputy and the

[1] The allusion is to *Micah* v. 5. [T.]

Governor (who also desired to see it). Now the reason I open these things to you so, is this: First, that if you heare of some of these things, you may from me understand the truth itselfe: Secondly, that I may not be judged upon [imperfections?] in my writings, by your ayde and counsell to the contrary: Thirdly, that the assembly of the Elders may be full when you undertake to sifte the maine matters; and that you shall be one, Mr. Warde[1] another, and Mr. Parker of Newbury; and that Mr. Norton and Mr. Phillips may likewise be called, for it will concerne you all. The maine question will be, whether the hierarchy of Rome, or papacie, although antichristian, be that Man of Sin [etc.]? I meane the maine that will trouble either mee or the churches: the other things I confesse are also of great consequence, but they all concerne the day of Judgment and things [after?] in the great and excellent Kingdom of our Lord: and I wrote you this letter (because of some receipt of injury that hereof is) to let you know that I appeal to all the teaching Elders of the Churches within this Jurisdiction, *et vos omnes testor per nomen carissimum Domini nostri Jesu Christi*, that you soundly and maturely would advise and consult of the matter; and regard with all lawfull favour

Your unworthy servant,

THOMAS LECHFORD.

BOSTON, 8. 11? 1638.

[31] Let all men knowe by these presents that whereas I Richard Walker[2] of Lynne in New E., planter, upon the special instance and request of [*blank*] Howes,[3] late of Lynne aforesd and now of Mattachees, pltr, became suerity for him for a certaine debt of his lately owing unto one Samuel Smith,

[1] These are evidently Nathaniel Ward and John Norton, of Ipswich, Thomas Parker, of Newbury, and George Phillips, of Watertown.

[2] Richard Walker, of Lynne, thought to have come in 1630, was an officer in the militia, so called, and a representative for Lynn in the General Court for some years, and then afterwards for Reading, whither he removed about 1650; he returned, however, to Lynn, where he died, very aged, in 1687.

[3] Two of the name, Samuel and Thomas Howes, were at Yarmouth (Mattachees, or Mattakeese) in 1638. [T.]

the said Howes promising and undertaking to save me harmelesse of the sayd suertiship and all Dammages that should arise and come upon me by reason of the same, and the said Samuel Smith presented his accon for the said Debt against both me and the said Howes, before the Governor Councell and Assistants of the Jurisdiccon of the Massachusetts in New E. in the Court there holden before them, the fourth day of the tenth moneth of this present yeare and therupon recovered against me and the said Howes the summe of thirty bushells of corne and tenne shillings for costs of suit in discharge whereof I was compelled to pay the summe of nyne pounds and tenne shillings, the said Howes not having payd any parte thereof, and also I have ben put to other charges in travell & expences hereabout, to the summe of twelve shillings. Now I the said Richard Walker doe hereby authorize and appoint my welbeloved freind Edward Dillingham of Sandwich in N. E. gent, my true & lawfull Attorney to sue the said [*blank*] Howes for me & in my name upon this my accon of trespas upon the case, and my Dammages thereupon to recover of and against him the said [*blank*] Howes, to my use, before the Governor and Court of the Jurisdiccon of New Plimouth or elsewhere, Witnesse my hand and seale hereunto set, the Twenty nynth day of the eleventh moneth, Anno Dñi 1638. In p^r^ncia mei T. L. [1*s.*]

This Indenture made the last Day of February, in the foureteenth yeare of the raigne of our Soveraigne Lord Charles by the grace of God King of England &c. Annoq̃ Dñi 1638, Betweene Samuel Cole of Boston in New England, Inholder, of the one parte, and Captaine Robert Sedgwicke[1] of Charlestowne in New England aforesaid, of the other parte, Witnesseth, that the said Samuel Cole[2] for and in consideration of

[1] Robert Sedgwick, a man of great consequence, came in 1635 to Charlestown; died in Jamaica, 1656. He was a prominent military man, captain of the artillery company in 1640, commander of the Castle the next year, and afterwards major-general of the Colony.

[2] "Samuel Cole set up the first house for common entertainment" in Boston in 1633 or 1634 (*Winth.*, i. 124–125). He was licensed by the General Court, September, 1635, under the Act for the Regulation of Ordinaries passed the year previous (*Mass. Records*, i. 159);

the summe of two hundred pounds of lawfull money of England to him in hand satisfied & payd by the said Captaine Sedgwicke, before the sealing and delivery hereof, whereof and

and his was the principal, if not the only, inn of Boston until September, 1638, when, as appears by this conveyance, and the articles of agreement which follow, he sold it to Captain Robert Sedgwick. The position of the inn has always been supposed to have been "on the west side of Merchants' Row, midway from State Street to Faneuil Hall" (Whitman's *Hist. Ancient and Hon. Artillery Co.*, 2d ed., p. 45; see also Drake's *Boston*, pp. 232, 240, and *Memorial History of Boston*, vol. ii. p. xx.). It seems, however, from this deed that its position was immediately to the north of Edward Hutchinson's estate, whereon the Old Corner Bookstore now stands. The grounds for this opinion are as follows: Cole kept an inn and sold beer and wine, suffering various fines and punishments, until March 12, 1638, when he received leave to sell his house for an inn. This deed in the text is dated the last day of February, 1638; there is nothing to show that it was immediately executed. The last mention of Cole as an innkeeper is May 2, 1638. In 1642, "whereas Capt. Sedgwick hath before this time set up a brew-house at his great charge, & very commodious for this part of the country, he is freely licenced to brew beer to sell," etc. (*Mass. Records*, i. 214). Thus it would seem that Sedgwick, having purchased the inn, took up the business of innkeeping as Cole dropped it. It seems that the business was carried on upon the spot named above rather than by the waterside, from the fact that Sedgwick is given this piece of ground alone in the *Book of Possessions*, and that although the land in the text is not accurately described, the idea to be got therefrom is that it was to the north of Mr. Hutchinson's estate. That Cole kept his inn on this spot seems clear from the fact that he is said in the deed to have lately dwelled there, and also from his having at this time no other land (known to us), except perhaps a piece which he sold in 1645 to George Halsall, a blacksmith and ferryman, who had no license to sell beer or keep an inn; from which it would seem that none had been kept there.

[For this reasoning I am indebted to Mr. George Lamb, who was kind enough, upon my application, to look up all the property held by Cole and by Sedgwick, and to send me his opinion upon the subject. — E. E. H., Jr.]

In June, 1637, the young Lord Ley, son of the Earl of Marlborough, arriving at Boston when Governor Winthrop was absent, "took up his lodging at the common inn;" and afterwards declined the Governor's invitation to become his guest, "saying, that he came not to be troublesome to any, and the house where he was, was so well governed that he could be as private there as elsewhere" (*Winth.*, i. 230). A few months afterwards (Nov. 15, 1637) Mr. Cole "being convented for having had much disorder in his house, selling wine contrary to order, and beare above the price ordered," was fined £30 (*Mass. Records*, i. 208). At the same Court his name appears among those of "Boston men to be disarmed" for their sympathy with Mr. Wheelwright and Mrs. Hutchinson. In March, 1638, his fine was "respited till the next Court, and hee hath liberty to sell his house, for an inne" (*Ibid.*, p. 226). And after he had effected the sale, his fine was again remitted,

wherewith the said Samuell Doth acknowledge himselfe satisfied & paid, and thereof and of every parte thereof doth acquite, release & forever discharge the said Captaine

and finally "discounted," by a grant of £10, in November, 1639 (*Ibid.*, pp. 245, 279). Subsequently Mr. Cole lived at Rumney Marsh (Chelsea), where he had a "great allotment" of land, laid out in 1637. He was one of the constables of Boston in 1648; selectman, 1653, and for several years after (Drake's *Boston*, pp. 235, 312, 333, etc.).

It appears by this conveyance and the accompanying articles of agreement, that in September, 1638, or shortly before, he was living in the south half of a new house, adjoining the old (which was yet standing), the north part of which was sold to Thomas Marryott (or Marrett) and others; and that Mr. William Hutchinson and his wife were his next-door neighbors until the removal of Mr. Hutchinson to Rhode Island.

Whether Captain Sedgwick occupied for a time the house purchased of Mr. Cole, or let it to some other person as an ordinary, does not appear. In November, 1637, he had "set up a brew house," and was licensed by the Court to brew and sell beer (*Mass. Records*, i. 214). In November, 1639, he "was admonished to take heede of oppression" (*Ibid.*, p. 279), but of what kind, the record does not inform us. A few months later (April 30, 1640) William Hudson — having been chosen by the town of Boston to keep an ordinary — was allowed by the Particular Court, and by the General Court in May following (*Ibid.*, pp. 287, 290).

Josselyn says: "In 1637 there were not many houses in the Town of Boston, amongst which were two houses of entertainment, called Ordinaries" (*Second Voyage*, p. 173; 3 *Mass. Hist. Coll.*, iii. 337). Mr. Drake thought that "if Josselyn meant that there were two inns in 1637, he probably included the one in Charlestown," as there is nothing in the records to show that there was more than one in Boston (*Hist. of Boston*, p. 240, note). But it is certain that William Baulston (or Balstone) was "licensed to keepe a house of intertainment and . . . to sell such claret and white wine as is sent for," in June, 1637 (*Mass. Records*, i. 199). Balstone, like Samuel Cole, was an adherent of Mrs. Hutchinson; like Cole, he was fined — probably for "disorder in his house" — in November, 1637, and disarmed, with other Boston Antinomians, the same month; having been previously fined and disfranchised for signing the petition in favor of Mr. Wheelwright. The following March he was licensed to depart the jurisdiction of Massachusetts (with Coddington, Coggeshall, and others), and not long afterwards removed to Portsmouth, R. I. (*Mass. Records*, i. 207, 208, 212, 223; Savage, *Geneal. Dict.*, s. n.). In August, 1638, the town of Boston authorized Mr. Thomas Cornnell to "buy brother Willyam Balstone's house, and to become an inhabitant" (*Town Records*, p. 35); and in September the General Court licensed Cornnell, or Cornhill [or as Lechford once writes the name, farther on, Cornish], "to keepe an inn, in the roome of William Baulston" (*Mass. Records*, i. 238). Cornhill was not more fortunate than were his predecessors in retaining the favor of the Court. In June, 1639, after having been fined "for several offences," he was "alowed

Sedgwicke, his [32] heires, executors and administrators and every of them by these presents, Hath granted, bargained & sold, and by these p^r^sents doth grant, bargaine & sell unto the said Captaine Sedgwicke, all that parte of one new mansion house in Boston aforesaid wherein the said Samuel [yet dwelleth, *crossed out*,] lately dwelled [together with the old house and leanetoos and stable, hogstyes, and house of office, yard and garden, betwixt the house & garden of Mr. Willm̄ Hutchinson on the south parte and that other parte of the said mansion house, of the said outhouses — *crossed out*,] wch lyes to the south end of the said house beyond the sommer or beame wch lyes overthwart the great chamber, and up and downe by the said beame from the bottome of the seller to the top of the house, and in breadth from east to west the full extent of the said house and shedds adioyning (excepting roome on the south parte of the said beame, next to it, for the making of a stacke of brick chimneys from the seller to the top of the said new house, for that part of the same house assured to the said Thomas Marryot & others) And also all that parte of the garden belonging to the said house wch lyes from the north parte of the corner post of the new garden pale southward, and soe through the garden to the west end of it, [And also the northerne halfe of the brew house, and all that parte of the court yard lying opposite to the old house, reaching six foote from the corner of the shedd of the new house to the corner of the shedd of the old house wch is on this & from the said shedd south westward to the end of the said yarde — *crossed out*,] And also the old house and leantoos, yard & garden thereto belonging, and all wayes, easements, lights & fences to the premises belonging, except as much ground of the said yard of the old house as reacheth straight along from the corner of the shedd of the new house

a month to sell of his beare wch is upon his hand, and then to cease from keeping intertainment, and the towne to provide another" (*Ibid.*, pp. 260, 266). The offences for which he incurred the displeasure of the Court are set forth in his petition for the remission of the penalty, June 6, 1639 (*Note-book*, p. 55, *post*). Jan. 11, 1639–1640, Cornell sold his house and lands to Edward Tyng (*Suff. Deeds*, ii. 26). [T.]

within six foote of the corner of the shedd of the old house, and except *pnt supra*, To have & to hold all and singulare the p^{r}mises wth the appurtenances, except below excepted, unto the said Captain Sedgewick his heires and assignes for ever To the only use and proper behoofe of the said Captain Sedgewick his heires and assignes for ever. And the said Samuel Cole doth for himself his heires executors and administrators Covenant promise and grant to and wth the said Captain Sedgewick his heires and assignes by these presents that he and they shall or lawfully may quietly and peaceably hold and enjoy the premises and every part thereof hereby mentioned to be granted freed and discharged of all incombrances whatsoever for any thing done or to be done by the said Samuel Cole his heirs executors administrators or assignes to the contrary thereof notwithstanding. And further that he the said Samuel Cole his heires and assignes and his wife shall and will do and make any further assurance in the law whatsoever [33] for the more sure making of the premises hereby mentioned to be granted unto the said Captain Sedgewick his heires and assignes according to the purport of these presents, wth warranty against him the said Samuel Cole and his wife and their heirs and against all manner of persons clayming or that shall or may clayme from by or under him them or any or either of them and by the said Captain Sedgewick his heires or assignes shall be reasonably advised devised or required any time wthin the space of seven yeares next ensuing the date hereof so that for the doing or making thereof the said Samuel Cole and his wife and their heires and assignes shall not be compelled to travell out of the jurisdiccon of the Massachusetts bay in New England. In witnesse &c. [6*s*.]

Articles of agreement indented made the first Day of Septem-ber[1] *in the yeare of our Lord* 1638, *Betweene Samuel Cole of Boston in New England, Inholder, of the one parte and Captaine Robert Sedwicke of Charlestowne in New England of the other parte, in manner and forme following:* —

1. Imprimis the said Samuel Cole for himselfe and his wife and their heires shall for two hundred pounds firmly convey & assure unto the said Captaine Sedgwicke, his heires and assignes for ever, all that parte of the new house wherein the said Samuel lately dwelled in Boston aforesaid, and the old house adjoyning wth the shedds, court yard, garden and appurtenances, to be divided from that parte of the said new house and garden wth the appurtenances assured to Thomas Marryot & others, and the old house and leantoos, yard and garden thereto belonging, wth the appurtenances.

2. Itm̄, the said Captaine Sedgwicke is to find one hoggshead of lyme and the said Samuel Cole shall therewith cause to be mended the backe of the chimney of the leantoo and the rough cast of the outsyde of the new house, the said Samuel finding all other materialls necessary thereunto.

3. Itm̄, the said Captaine Sedgwicke shall have the buildinges and materialls of the stable, hogstyes and house of office on that parte of the said new house, yard & garden assured to Thomas M. & others now standing, to be removed by the said Captaine Sedgwicke when he will, or when he shall be required so to doe by the said Thomas M. and others or their assignes.

4. Itm̄, that the said Captaine Sedgwicke, his heires and assignes, shall at their costs & charges cause the premises to him and them to be granted, to be divided from that parte of the said new house and garden and yard assured to Thomas Marryot and others as aforesaid, and remove & build chimneys & doe all other things, as the said Samuel Cole is bound to doe by a certaine writing under his hand & seale made unto the said Thomas Marryot and others, Dated the tenth of

[1] First written (and crossed out), "the twentyeth day of February." [T.]

Aprill last past, whereof the said Captaine Sedgwicke may take a coppy.

5. Itm̄, the said Captaine Sedgwicke shall at his cost and charges cause to be clapboarded round the house frame of the said Samuel Cole now in rearing next M. Greenesmith's[1] in Boston precincts, and cause to be layd two floares in the said house wth boards, and shall pay for the thatching of the said house, and lend the said Samuel Cole a lighter to fetch the thatch for the same. [2*s.* 6*d.* and a coppy of Mr Marriotts bargaine, 8*d.*]

[34] This indenture made the sixteenth day of March, Anno Dn̄i 1638, Betweene Richard Evered[2] of Dedham in New England, Pharier, of the one parte, and Thomas Nelson[3] of Boston in New England, gent, of the other parte, Witnesseth, that the said Richard Evered for the sum̄e of tenne pounds to him in hand payd by the said Thomas Nelson, whereof the

[1] This was probably Steven Greensmith, who had incurred the displeasure of the Court in March, 1637, "for affirming that all the ministers (except Mr. Cotton, Mr. Wheelright, and hee thought Mr. Hooker) did teach a covenant of works." For this he was fined £40, and required to give satisfaction to the ministers and the churches. In August following he was committed for non-payment of his fine (*Mass. Records*, i. 189, 196, 200; *Winth.*, i. 234). In September, 1636, Mr. Cole was fined for the breach of a town order, in selling a lot to Mr. Greenfield [Greensmith] without consent of authority; and soon after "Mr. Greensmyth" is named as the proprietor of land near Mr. Cole's ground at Rumney Marsh (Drake's *Boston*, pp. 194, 195). [T.]

[2] Mr. Savage says this name "is uniformly given Everard." The name of Ezekiel Rogers, as a witness to this mortgage, suggests the possible affinity of this Richard Everard to "Sarah, daughter of John Everard, citizen of London," who became the second wife of the Rev. Daniel Rogers, of Wethersfield, Essex county, son and successor of the Rev. Richard Rogers, and elder brother of the Rev. Ezekiel Rogers (*Candler Manuscript*, corrected reading by Colonel J. L. Chester, in *Proc. Mass. Hist. Soc.*, 1860–1862, p. 496). This instrument shows Everard to have been a proprietor and householder at Cambridge, if not an inhabitant, before his settlement at the new plantation of Dedham. [T.]

[3] Thomas Nelson came, probably with the Rev. Ezekiel Rogers [witness to this indenture], in the summer of 1638, and was living at Boston until the establishment of the Rowley Company in their new plantation (see p. 1, *ante*, note). In his will of Aug. 6, 1648, he names as his executors his "uncle, Richard Dummer," and Governor Bellingham (*Hist. and Geneal. Reg.*, iii. 267). He married Joanna, daughter of Thomas Dummer, of Salisbury, and niece of Richard (*Savage*). [T.]

said Richard Everard doth hereby acknowledge the receipt and that he is thereof and therewith satisfied hath granted, bargained & sold and by these presents doth grant bargaine & sell unto the said Thomas Nelson All that his house and lott lying in Cambridge in New England and six acres of arrable land thereto adjoyning, and five acres of medowe thereto belonging, wth the appurtenances, To have and to hold the premises with all and singulare the appurtenances unto the said Thomas Nelson his heires and assignes for ever to the only use and proper behoof of him the said Thomas Nelson his heires and assignes for ever. And the said Richard Evered doth hereby covenant, promise & grant to and wth the said Thomas Nelson his heires and assignes by these presents that they shall or may lawfully quietly hold the premises freed of all incumbrances whatsoever notwithstanding any thing done or to be done by him the said Richard Evered his heires executors administrators or assignes. Provided always that if the said Richard Evered his heires or executors shall truly pay or cause to be payd unto the said Thomas Nelson, his heires or assignes, the summe of tenne pounds, at the house of Richard Bellingham Esqr in Boston aforesaid, upon the thirtieth day of September next ensuing the date hereof, then this grant bargaine & sale shall be voyd. In witnesse &c. Ez. Rogers, Jacobi Luxford, & mei. [3*s.*]

To all to whome these presents shall come greeting, Whereas I Richard Iles[1] of Charlestowne in New England, Carpenter, did heretofore reteyne one servant named Ambrose

[1] His name is here written as it appears in the record of his will, on the first page of the Suffolk Probate Records, vol. i. (*Hist. and Geneal. Reg.*, ii. 102, 186). Mr. T. W. Harris, in notes on this will (*Ibid.*, p. 218), said that Richard Hills, "incorrectly written Iles" was a cooper; admitted an inhabitant of Charlestown in 1638; and that he was probably a younger brother of Mr. Joseph Hills, who became an inhabitant at the same time. Mr. Savage, with accustomed caution, notices this Richard under the several surnames of "Iles or Hills," "Hill or Hills," and "Eells, Ells, Eels, or Eales;" but finds "much plausibility" in the argument for Hills (*Geneal. Dict.*, ii. 105, 419). Elsewhere Lechford writes, "John Iles of Dorchester," whose name usually appears as Hills, or Hill (p. 90, *post*). But he writes "Joseph Hills of Charlestown," as in deposition, July 30, 1639 (p. 91, *post*). [T.]

Sutton to serve me in the trade of Carpentry by the space of five yeares from the last day of May last past to be fully compleate and ended, for certain wages agreed on betweene me and the said Ambrose by Indenture made betweene me & him, and whereas I appointed him to worke for me at the Island called Aquednet, where he received three pounds and twelve shillings for his worke, wch money is due to me, being his Master, notwithstanding the sayd Ambrose contrary to his duty is departed from my service, carrying wth him the said money. Therefore hereby I doe authorize and in my place put my [35] much esteemed freind Mr Isaacke Allerton my lawfull Deputy and Attorney for me and in my name to pursue, finde out, apprehend and recover my said servant and the said money, by the authority of any magistrats or governors whatsoever, either Christian or heathen, and him to bring or cause to be brought backe to me, ratefying and allowing whatsoever my said Attorney or Deputy shall lawfully Doe in the p^{r}mises. In witnesse &c. 19 Martii, 1638, in p^{r}ncia mei & Thome Yeowe.[1]

The description of the said Ambrose Sutton. He is aged 26 yeares, of browne blacke haire, a full face, a black eye, a sharp nose, some haire upon his upper lip, of middle stature, well sett. His cloathes, a coloured white russet hat, a sute of kersy home-made cloath neare a lead colour. And he was borne in Westwell neare Burford in Oxfordshire. [1*s.*]

To all Christian people unto whome these presents shall come, I Nicholas Parker of Boston[2] in New England, yeoman,

[1] Thomas Yow is named as a landholder in Boston in 1648 (*Book of Possessions*, p. 45); and I have not met with the name earlier, on this side of the Atlantic, except in this instrument, and in a mortgage by Allen Yewe, of Boston, mariner, executed in 1640 (and copied on a subsequent page from Lechford). Mr. Savage gives Yow, Yeow, and Yew as varieties of the surname Yeo; and Father Druillettes, in the Journal of his embassy to New England, in 1650, supplies yet another, in his mention of "Thomas Yau, master of a vessel clearing [from Boston] for the Kenebec," to whom the Father was "very particularly commended" by "Sieur Guebin," [Major Gibbons] (*Coll. N. Y. Hist. Soc.*, 2d ser., iii. 315, 316). [T.]

[2] Nicholas and Richard Parker, both of Boston in 1639, were joint owners of a house and lot (next Mr. Thomas Welde's) in Roxbury, which they sold, July 18, 1639, to William

send greeting in our Lord God everlasting, Know yee that I for the summe of thirty pounds of currant money of England to me in hand payd by [Walter] Blackborne [1] of Roxbury in New England, [gent.,] Doe hereby grant, bargaine and sell unto the said [Walter] Blackborne, all that my parcell of meadow or pasture ground inclosed lying in Roxbury aforesaid, conteyning five acres or thereabouts, abutting upon the lands of Mr Welles, pastor of Roxbury on the east, upon the highway leading from Boston to Roxbury on the west, upon a foot path leading from Roxbury to Dorchester on the north, and upon the land of Mr Samuel Hagburne, late Mr Pinchions, on the south, To have and to hold the said parcell of meadow or pasture ground wth the appurtenances unto the said [Walter] Blackbourne his heires and assignes for ever To the only use and proper behoof of the said [Walter] Blackbourne his heires and assignes for ever. In witnesse etc.

To all to whom these presents shall come greeting, Whereas Thomas Beech now remayning att the Dutch Plantation standeth indebted unto me Peter Garland of New England Mariner the summe of thirty three pounds foure shillings and six pence upon account between me and him in writing signed with my hand the day of the date of these presents and whereas there is due to me also divers other debts amounting [36] to the summe of six pounds three shillings and nyne pence from sundry persons as by the particulars at the foot of the said account appeareth wch I have authorised the said Thomas Beech for me and in my name to collect and take up, Now Know yee that I have hereby appointed & in my place put my trusty ffriend Isaacke Allerton of New England mariner my lawful Attorney

Cheney, of Roxbury. Richard was admitted an inhabitant of Boston, Sept. 30, 1639. Nicholas had lived at Roxbury, from his coming to New England, in 1633, until 1635 or 1636, when he removed to Boston. [T.]

"Walter Blackburne, of Boston, 1640, had perhaps lived at Roxbury" (Savage, in *Geneal. Dict.*). He sold his house and land in Roxbury to William Cheney, Sept. 30, 1639, describing himself in the deed as "late of Roxbury." In 1640 or 1641 he returned to England (*Suff. Deeds*, i. 20), whither his wife Elizabeth probably soon followed him, as she made a letter of attorney in July, 1641, to Joseph Welde and John Johnson, of Roxbury, to collect debts due her husband and remit the money to him. [T.]

for me & in my name to demand & recover the said summe of the said Thomas Beech his executors and administrators and also for me to receive the said six pounds three shillings and nyne pence of the said Thomas Beech from whome the same is due to me, to my use; and acquittances sufficient in my place thereupon to make Ratefying and allowing whatever my said Attorney shall lawfully doe in the p^{r}mises. In witnesse, &c. nr$\tilde{m}$: Robto. Sedgwicke & mei. [1*s.*]

A coppy of the Account & Debts, signed by Peter Garland.

Thomas Beech, I pray you pay unto my good ffreind Mr Isaacke Allerton[1] the abovesaid somme of thirty three pounds foure shillings and six pence. And I further desire you to demand, recover and receive for me the abovesaid somme of 6*l.* 3*s.* 9*d.* of the said partyes who owe the same unto me, and upon payment give them acquittances, wch when you have received pay over to my said ffreind Mr Isaacke Allerton according to my Letter of Attorney to him made the Day of the Date hereof in that behalfe. Witnesse my hand the twenty nyneth day of March, Anno D$\tilde{n}$i 1639.

At the foote of the account and note of the said particulare Debts. Coram Rbto. Sedgwicke & me. [1*s.*]

To all Christian people to whome these presents shall come, I William Coddington[2] of Aquednecke in New England, gen-

[1] Isaac Allerton, formerly of Plymouth, came in the "Mayflower," and was one of the signers (the fifth in order) of the Cape Cod Compact. He was Assistant at Plymouth for some time, and at this period of his life was one of the richest of the Pilgrims. Subsequently his affairs became disturbed. He was embarrassed, for instance, by the loss of a trading wigwam at Machias in 1633; "by the wreck of his pinnace from Port Royal in 1634; and still further impoverished by the loss of his bark at Cape Ann, in 1635" (3 *Mass. Hist. Coll.*, vii. 241). In 1634 he is mentioned in the *Massachusetts Colonial Records* in regard to a debt of his for £100. In *Lechford* he is twice mentioned as being sued for debt. His fishing operations at Marblehead were not very successful (see 3 *Mass. Hist. Coll.*, vii. 249, and *Mass. Records*, i. 140). He had relations with Virginia, naturally enough, and also with "New Holland," as here appears (see also p. 151, footnote); but lived towards the end of his life at New Haven, where he died in debt, 1659.

[2] William Coddington, formerly of Boston, at this time of Aquidneck.

tleman, send greeting in our Lord God everlasting, Knowe yee that I for and in consideration of the summe of one thousand and three hundred pounds of lawfull money of England, to me in hand satisfyed and pay'd before the sealing and delivery hereof by William Tynge[1] of Boston in New England, merchant, Doe by these presents grant [37] bargaine and sell unto the said William Tynge, all that my Dwelling house situate in Boston aforesaid adjoyning to the house of Richard Bellingham Esqr, wth the garden and the orchard, and a certaine parcell of land, meadow or pasture, thereto adjoyning & belonging, and all outhouses, yardes, wayes & easements thereunto belonging, And all my land in the Forte Field in Boston-necke, and all my right in Spectacle Island,[2] and my ffarme house at Mount Wollaston and all outhouses, barnes, stables, yards, gardens and orchards thereto belonging, as well on the one syde as on the other of Mount Wollaston river there and two acres of ground be it more or lesse allready marked out neare adjoyning to the barne on the

Chosen assistant, in 1630, in England. He was Treasurer of the Colony from 1633 to 1636, and was then left out of office on account of his religious opinions, and early in 1638 went to Rhode Island, where he was first made judge of the settlement at Portsmouth; but shortly being driven thence with his supporters by some faction, he removed with them and settled at Newport. The people at Portsmouth desiring to unite again, Coddington was chosen the first governor of the Colony in 1640. He was again chosen in 1678, and died in the same year. Articles upon him are printed in the *Hist. & Geneal. Reg.* for January, 1874, p. 13, and for April, 1882, p. 138.

As for this land at Mount Wollaston, the reader may gain some additional knowledge thereon by comparing this deed with a purchase made by William Tyng, of the Hutchinsons, who owned land just beyond "Mr. Coddington's farm and Mr. Wilson's" (*Boston Town Records*, i. 7), note of which may be found pp. 212, 214, *post*, as well as by referring to the *Records*, as above. The bounds are so vague that it is hardly possible to place the lots with any accuracy; but a general idea of their position may be obtained. The land here spoken of as belonging to Judith Quinsey is, in the references made, called land of Edward [Edmund] Quinsey, her husband.

[1] William Tyng was a prominent Boston merchant. He arrived in New England about a week after Lechford, in his own ship. He became one of the first men of the town, frequently its representative in the General Court. In his later days he moved to Braintree, wherein may be seen, throughout the *Note-book*, he had many dealings in lands. He died Jan. 18, 1652.

[2] What follows in the draught is crossed out, with the direction "*verte fol.*," and re-written on the fourth page following, from which I copy. [T.]

south syde of the said river, and all my land, meadow, pasture and wooddy ground conteyning five hundred acres be it more or lesse lying at Mount Wollaston aforesaid in two parcells, the one greater, bounding on the common sewer there towards the north and north east, on Mount Wollaston River aforesaid towards the south and on a parcell of land belonging to Judith Quinsey towards the northwest, the lesser parcell thereof bounding on the common sewer aforesaid towards the north east, on the other syde of the said land belonging to the said Judith Quinsey towards the south east, and on the lands of John Wilson,[1] pastor of the Church of Boston, towards the northwest, And also a parcell of land wooddy ground and pasture conteyning thirty acres be it more or lesse lying on the south syde of the said river, bounding on the proper allotment of Samuel Wilbore[2] towards the south and on another parcell of land belonging to the said Judith Quinsey towards the west, And all wayes, easements, proffits and commodities thereto belonging wth the appurtenances, To have and to hold all the said houses, lands and Tenements and all and singulare the premises wth the appurtenc̄es unto the said William Tynge his heires and assignes for ever. In witnesse whereof, I have hereunto set my hand and seale, the nyneth day of Aprill, in the ffifteenth yeare of the raigne of our Soveraigne Lord Charles King of England &c. Annoq̄ Dn̄i 1639, in p^r^ncia nrñ. Johis Oliver, Georgii Gardiner & mei.

1. A bond for the payment of 500ł to Mr Coddington.

Me Willm̄ Tynge de Boston in Nova Anglia mercatorem tener' & firmiter obligar' Willō Coddington gen' in Mille libris etc. Condic̄oned to pay 500ł at Mr Tynge's house in Boston, 1° Maij, 1639.

2. Me Willm̄ Tynge, de Boston in N. A. mercatorem, tener' &c. Willō Coddington gen̄' in 400ł, condic̄on' ad solvend' 200ł

[1] John Wilson. This land was granted him in 1634, or perhaps before. See *Boston Town Records*, pp. 2, 4, 6, 9, where is much mention of his lands at Mount Wollaston.

[2] Samuel Wilbore was also one of the settlers of Rhode Island (see *Savage*). He married Elizabeth, widow of Lechford (*Hist. & Geneal. Reg.*, 1876, xxx. 202).

loco Dc̄o 1° Maij, 1640, si non sit Dies Dominicus, sin sit, tunc Die pp. sequen'.

3. Me Willm̄ Tynge de Boston in N. A. M. ten' eidem in 400li Condičon' ad solvend' 200li loco Dc̄o 1° die Maij, 1641, si non &c.

4. Me eundem ten' eidem in 400li &c. ad solvend' 200li 1° Maij, 1642, ut supra.

5. Me eundem ten' eid' in 400li ad solv' 200li 1° Maij, 1643, ut supra.

[*This entry, from* 1 *to* 5, *seems to be crossed out.*]

This Indenture made the tenth day of Aprill in the ffifteenth yeare of the raigne of our Soveraigne Lord Charles King of England &c. Annoq̄ Dn̄i 1639, Betweene William Tynge of Boston in New E. merchant, of the one parte, and William Coddington of Aquednecke in New England, gent. of the other parte witnesseth that the said William Tynge for and in consideration of the summe of eight hundred pounds [38] of lawfull money of England wch he oweth unto the said William Coddington Doth by these presents mortgage and grant unto the said William Coddington all those lands tenements & hereditaments at Mount Wollaston in New England wch he the said William Tynge lately purchased of the said William Coddington To have and to hold the said lands & Tenements and all and singulare the prmises wth the appurtenances unto the said William Coddington his heires and assignes for ever. Provided allwayes that if the said William Tynge his heires executors admōrs or assignes shall pay or cause to be payd unto the said William Coddington his executrs ad: or assignes or to his čtaine Atturney the summe of eight hundred pounds of lawfull money of England at or in the now dwelling house of the said William Tynge situate in Boston aforesaid in manner and forme following that is to say two hundred pounds thereof on the first day of May wch shall be in the yeare of our Lord 1640. two hundred pounds more thereof on the first Day of May wch shall be in the yeare of our Lord 1641. two hundred pounds more thereof on the first Day of May wch shall be in the yeare of our Lord 1642.

and two hundred pounds the residue thereof on the first day of May wch shall be in the yeare of our Lord 1643. (Saving that if any of the said Dayes of payment shall fall out to be upon the Lords Day then the payment to be made the next day after respectively) Then this mortgage & grant shall be voyd and of none effect or els it shall stand in full force & vertue. Provided also that the said William Coddington his heires executors administrators or assignes shall not enter upon the premises to enjoy the same (excepting on some parte thereof for this next winter as is expressed in certaine articles of agreement indented made betweene the said partyes bearing date the Day before the Date of these presents) unlesse the said William Tynge his heires executors admōrs or assignes shall make Default in payment of the said summes of money or one of them And lastly it is concluded and agreed betweene the partyes to these presents that the said Wm̄ Coddington his executors admrs or assignes or his certaine Attorney receiving the said summes of money shall upon the said severall payments made give a sufficient Discharge in writing unto the said Willm̄ Tynge his heires executors admrs & assignes for so much money as he or they shall pay and that upon the last payment above mentioned this present mortgage shall be delivered up to the said Wm̄ Tynge his heires or assignes to be cancelled. In witnesse &c. [All these writings 15*s.*]

[39] *Articles of agreement indented made the nyneth Day of Aprill Anno Dñi* 1639, *betweene* WILLIAM TYNGE *of Boston in New England, merchant, of the one parte, and* WILLIAM CODDINGTON, *of Aquednecke in New England, gent. of the other parte.*

Whereas the said William Coddington hath sold unto the said William Tynge his farmehouse & outhouses and certaine lands at Mount Wollaston in New England, among other things It was and is originally and now agreed betweene the said partyes in manner and forme following:

Imprimis, that the said William Coddington shall have

liberty and free ingresse, ergresse & regresse to and for him & his servants to cut, reape and thresh all his corne now upon the said lands sowen or planted.

Item, that the said William Coddington shall have liberty, this spring, to sowe and plant all the land that hath bin there by him broken up (except thirty acres,) and to reape and in the corne thereof.

Item, that the said William Coddington shall have barne roome for his corne there planted or sowen or to be sowen or planted this yeare, & liberty therein to thresh the same and chamber roome to put it in when it shall be threshed.

Itm̄, That the said William Coddington shall have one of the cellers for milke, and house roome for his servants and house roome for thirty head of cattell and roome to fodder them in, until the end of the next winter, and liberty during one yeare next ensuing the date hereof for to remove and fetch away, or cause to be fetched away, at seasonable times, all his cutt wood, timber and trees now felled on the said lands, and all his moveable goods whatsoever that now are or at the end of the said terme shall be, upon or in the premises, except the Dunge that shall be made thereupon.

Item, Whereas the said William Coddington hath granted unto the said William Tynge twenty acres of land on the other side of Mount Wollaston river, over and above [40] the five hundred acres on this syde the said river, next the said farme house and the lands of Mr John Wilson, pastor of the Church of Boston, as by the said grant bargaine & sale in writing appeareth, the said William Coddington shall lay forth and assigne the said twenty acres of good ground conveniently for the use of the said William Tynge. In witnesse &c.[1]

Itm̄, that the said William Coddington, his heires executors adm̄rs and assignes shall have and enjoy the wood and timber trees growing on the soyle of thirteene acres parte of the parcell of land, wooddy ground or pasture, conteyning thirty

[1] The last paragraph is crossed out. This was evidently the first draught of the agreement, and has numerous interlineations and cancellings; so that it is not possible to decide, in every instance, what was the final reading. [T.]

acres be it more or lesse lying on the south syde of Mount Wollaston River, and shall have liberty from time to time at seasonable and fitt times to cut, fell and carry away the sayd wood and timber trees, and shall have free ingresse, egresse & regresse for him and them & his servants and theirs to that end, the said thirteene acres to be measured wth equall distance as neare as conveniently may be from the swampe there.

[41] I Sergeant Collacot[1] of Dorchester in N. E. doe owe &c. to Willm̄ Coddington gent. 123^{li} 5^{s} 9^{d}, 1° Maij, 1639. Dat' 12 Aprił 1639, in p^{r}ncia Georgii Gardiner & mei. [6*d.*]

Rec^{d} of Mr Keayne[2] for a silver laced coate and a gold wrought cap. [2^{li} 10*s.*]

Rec^{d} of my Lady Moody[3] 22. 2. 1639. [1^{li} 11*s.*]

I borrowed 6^{li} of M. Story, whereof I payd him 4^{li}; 27° 2^{s}. [*Crossed out.*] [2^{li} 0.]

[42] Knowe all men by these presents that I John Throckmorton[4] of New Providence, gent., for and in Consideration of the summe of ffifty pounds of lawfull money of England

[1] Richard Collacot was a prominent man in Dorchester, of whom the reader will find frequent mention in the latter pages of the *Note-book*. He had been a sergeant in the Pequot war, just finished, and held also at various times the offices of selectman and of representative.

[2] Mr. Robert Keayne was a public-spirited and prominent merchant at this time. His house and garden were on the south side of the market-place, where the Old State House afterwards stood (*Book of Possessions*, p. 102). He was one of the charter members of the Ancient and Honorable Artillery Company, and, indeed, is usually spoken of as Captain Robert Keayne. His name constantly occurs in the *Colonial* and *Boston Town Records*, as well as in the *Note-book*.

[3] Deborah, Lady Moody, most probably, who removed from Lynn to Long Island about 1643. Winthrop's earliest mention of her, as "a wise and anciently religious woman," is under date of June, 1643 (vol. ii. p. 123). The Colony had granted her, three years before, four hundred acres of land (*Mass. Records*, i. 290). [T.]

[4] John Throckmorton, already mentioned (p. 1), was excommunicated from the church at Salem when Hugh Peters was minister there, and went to Providence with Roger Williams, where he lived until his death. His daughter married John Coggeshall, one of the settlers on Aquidneck, who moved thither after the Hutchinson persecution.

to me in hand payd by Richard Parker of Boston in New England, merchant, whereof and wherewith I acknowledge my selfe satisfied and payd, and thereof and of every parte thereof Doe acquit release and discharge the said Richard Parker his heirs executors and administrators by these presents, Doe hereby grant, bargaine and sell unto the said Richard Parker the One moiety or halfendeale of all that Island heretofore called by the Indians Chibatchuwese, now called Prudence,[1] lately purchased of Canonicus and Miantinomie, Cheife Sachems of the Narrigansetts, wth all and singulare the appurtenances, writings and escripts thereunto belonging, To have and to hold the said moiety and halfendeale of the said Island and all and singular the premises wth the apurtenances whatsoever unto the said Richard Parker his heires and assigns for ever. In witnesse &c. [2*s*.]

This Indenture made the 2 Day of the 3^d^ month, 1639, betweene John Winthrop Esqr. Governor of the Massachusets bay in New England, and Richard Parker[2] of Boston in New England merchant, of the one parte, and John Throckmorton gent. of the other parte, Witnesseth, that the said John Winthrop and Richard Parker for divers good causes and considerations them thereunto moving, Doe by these presents demise, grant & to farme lett unto the said John

[1] Chibatchuwese, or Prudence Island, was purchased of Canonicus by Roger Williams, jointly with Governor Winthrop, in November, 1637. Mr. Williams had sold his half of the island. Governor Winthrop retained his interest, which he left by will to his son Stephen (*Winth.*, ii. 2, app. i.).

[2] Richard and Nicholas Parker, who were probably brothers, sold their house and land in Roxbury in July, 1639 (see p. 76, *post*), having for some time previously resided in Boston. Richard was admitted an inhabitant of Boston, Sept. 30, 1639; and in February, 1640, had a grant of four hundred acres "at the Mount" Wollaston (*Boston Town Records*, i. 42, 48). He was a prominent merchant for many years; first selectman in 1651.

By the indentures immediately following it appears that Mr. Parker, having purchased Mr. Throckmorton's half of Prudence Island, joined with Governor Winthrop in a lease of the whole island to Mr. Throckmorton for three years and a half; that at about the same time he purchased "the wharf, crane, and warehouses in Boston," and conveyed one half of the same to Mr. Edward Bendall, who had been one of the former proprietors, and by whose name the wharf was for many years afterwards called. [T.]

Throckmorton, All that their Island called Prudence, wth the appurtenances To have and to hold said Island wth the appurtenances unto the said John Throckmorton his executors, administrators and assignes, from henceforth forth untill the first Day of November next ensuing the date hereof, and after for and during the space of three yeares from the last Day of October next ensuing the Date hereof fully to be compleate and ended, yeelding and paying therefore yearely unto the said John Winthrop and Richard Parker their heires and assignes the full summe of forty pounds by the yeare at one entire payment upon the last day of October in every of the said three yeares. And it is covenanted, concluded and agreed by and betweene the parties to these presents that the said John Winthrop and Richard Parker shall presently deliver unto the said John Throckmorton the summe of forty pounds to stock the said Island wth swine, these to remaine during both the said termes, [43] and in the end thereof the said John Throckmorton shall yeild up the said Island wth the appurtenances unto the said John Winthrop & Richard Parker, their heires and assignes, fully stocked wth forty pounds worth of swine. And if the said John Throckmorton, his executors, adm^rs^ or a$\bar{s}\bar{s}$s shall build upon and improve the ground of the said Island, as it shall be lawfull for them to doe, then in the end of the said terme of three yeares he or they shall be reasonably satisfyed for the same by the said John Winthrop and Richard Parker, their heires or assignes. Provided allwayes that the said John Throckmorton his executors administrators and assignes shall not Doe any wast upon the premises and shall Duely pay the rent aforesaid at Boston aforementioned. In witnesse etc. [5*s*.]

To all Christian people to whome these presents shall come We Thomas Leverit one of the Elders of the Church of Boston in New England, William Hutchinson gent., John Cogan merchant, John Coggeshall, John Newgate, James Penne, Edward Hutchinson, Thomas Savage, Edward Bendall m^r^cht., [William] Dyer, Thomas Griffen, [Richard] Tuthill,

[Thomas ?] Flint, and [Mary ?] Hudson,[1] widdow [of Ralph ?] send greeting in our Lord God everlasting, Knowe yee, that we for and in consideration of the summe of One hundred and seventy pounds of lawfull money of England to us in hand payd before the sealing and delivery of these p^r^sents, by Richard Parker of Boston, aforesaid, Merchant, whereof and wherewith we acknowledge ourselves satisfied and payd and thereof and of every parte and parcell thereof Doe remise release and discharge the said Richard Parker his heires executors administrators and assignes by these presents, Have granted, bargained and sold, and by these presents Doe graunt, bargaine and sell unto the said Richard [44] Parker all that our wharfe, Crane and warehouses lying in Boston[2] aforesaid, wth all Customes, rights, privileges and appurtenances whatsoever thereunto belonging and all our right, title, interest and demaund of, in and to the same To have and to hold, receive, perceive and take, the said wharfe Crane and warehouse and all and singulare the premises wth the appurtenances unto the said Richard Parker his heires and assignes for ever. And also for the consideration aforesaid and towards the maintenance of the premises, we Doe hereby grant unto the said Richard Parker as much as in us lyeth one hundred acres of land lying at Mount Wollaston[3] parcell of

[1] It would be more in keeping with the plan of this annotation to describe each one of these persons in this note, as being the first appearance of their names in the *Note-book*. But this seems impracticable; and as almost all of them appear later, I must reserve notice of them until they appear separately.

[2] "The dock, or cove, which was in early times the principal seat of trade in Boston, was long called by [the] name [of Edward Bendall], because he owned part of the upland around it, and had a warehouse on it. It has since been called the town dock; but the exact boundaries, north and south, cannot probably be explained" (Savage, in note to *Winth.*, ii. 72). It was "where Quincy Market now is," according to Mr. Drake (*History of Boston*, p. 804). November 31, 1649, the selectmen sold the reversion of "the Dock or Cove, Called by the name of Bendall Docke," and the flats belonging to it, to James Everill, who had previously bought land fronting on the dock from John Shaw (*Boston Town Records*, i. 98; *Suff. Deeds*, i. 115; *Book of Possessions*, 19). [T.]

[3] Jan. 21, 1638–39 (two months before the date of this conveyance), the town had granted one hundred acres at Mount Wollaston to the "owners of the wharfe and crane," towards keeping them in repair (*Boston Town Records*, p. 37). [T.]

the lands belonging to the said Towne of Boston, To have and to hold the said one hundred acres unto the said Richard Parker his heires and assignes forever. And further we grant that if this conveyance shall not be sufficient to settle the said one hundred acres of land unto and upon the said Richard Parker his heires and assignes according to the true meaning hereof, That then We will cause and procure the Townesmen of Boston to settle the same unto and upon the said Richard Parker his heires and assignes, in such manner & by such conveyance as the said Richard Parker or his Counsell shall reasonably advise or require. In witnesse whereof we have hereunto set our hands and seales the Twenty fifth Day of the ffirst moneth Anno Dñi One thousand six hundred & thirty nyne. 1639. [3*s.* 4*d.*]

Me Richardum Parker De Boston in Nova Anglia, Mercatorem, tener' & firmiter obligar' Thome Leverit vni presbyteror' ecclesie de Boston pred' in 170l Dat' ut supra.

The Condiçon &c. to pay 85l, 25. 4l. 1639, at Boston, at Mr Leverits house. [1*s.*]

This indenture made the Twenty sixth Day of the ffirst moneth, In the yeare of our Lord one thousand six hundred and thirty nyne, 1639, Betweene Richard Parker of Boston in New England, merchant, of the one parte, and Edward Bendall of the same, merchant, of the other parte, Witnesseth, that the said Richard Parker for and in consideration of the summe of seaventy and five pounds [45] of lawful money of England to him in hand paid by the said Edward Bendall wherof & wherwith the said Richard Parker doth acknowledge himself satisfyed & payd and therof and of every parte thereof Doth acquite release and Discharge the said Edward Bendall his heires executors and administrators and every one of them by these presents Hath granted, bargained and sold and by these presents doth grant, bargaine and sell unto the said Edward Bendall, All that the one moiety and halfendeale of the wharfe, Crane and warehouse lying in Boston aforesaid wth the moity and halfendeale

of all customs, rights, privileges and appurtenances whatsoever thereunto belonging, To have and to hold receive perceive and take the said moiety and halfendeale and all and singular the premises hereby mentioned and intended to be granted wth the appurtenances whatsoever unto the said Edward Bendall his heirs and assignes forever. In witness etc. [3*s*. 4*d*.]

Me Ed^rum^ Bendall De Boston in Nova Anglia mercatorem tener' et firmiter obligar' Ric^o^ Parker mercatori, in 75^l^ Dat. ut supra. Condic̃oned for payment of 37 10^s^ To Richard Parker 24. 4. p^ro^x. [1*s*.]

This Indenture made the ffirst Day of the third moneth in the year of our Lord One thousand six hundred and thirty nine, 1639, Between Richard Parker of Boston in New England, merchant, of the one parte, And Edward Bendall of the same, merchant, of the other parte, Witnesseth that the said Richard Parker for divers good causes and considerations him thereunto moving, Hath demised, granted and to farme letten, and by these presents Doth Demise, graunt and to farme lett unto the said Edward Bendall All that the one moity and halfendeale of all the wharfe, Crane and warehouses lying in Boston aforesaid, wth the moity and halfendeale of all customs, rights, privileges and appurtenances whatsoever thereunto belonging, To have and to hold receive perceive and take the said moiety halfendeal and all and singular the premises hereby mentioned and intended to be demised wth the appurtenances whatsoever unto the said Edward Bendall his executors administrators [46] and assignes from the Day of the Date of these presents for and During the space of one year from thenceforth next ensuing fully to be compleate and ended. Yeilding and paying therefore unto the said Richard Parker his heires and assignes the full and whole summe of twenty pounds at two severall payments, vizt upon the ffirst Day of the nyneth moneth of this yeare and upon the first day of the third moneth of the yeare next ensuing the Date hereof, by equall portions to be payd. And the said Edward Bendall for himselfe, his executors

admrs & asss doth hereby Covenant wth the said Richard Parker his heires & asss that he the said Edward Bendall att his and their costs and charges well & sufficiently shall and will repayre mainteine supply & uphold the premises hereby Demised wth all nddfull & necessary reparations tacklings & materialls as often as need shall require During the said terme and in the end thereof yeild up the same soe well and sufficiently repayred maintayned supplyed & upheld unto the said Richard Parker his heires or assignes. [3. 4.]

This Indenture made the ffirst day of the third moneth in the yeare of our Lord one thousand six hundred and thirty nyne, 1639, Betweene Richard Parker of Boston in New England, merchant, of the one parte, and Edward Bendall of the same, merchant, of the other parte, Witnesseth that the said Richard Parker for and in divers good Considerations him thereunto moving Hath demised, granted and to farme letten, and by these presents Doth demise grant and to farme lett unto the said Edward Bendall the one moity and halfendeale of one greate lighter wth its tacklings and appurtenances wth the moity and halfendeale of all proffits, commodities and advantages that thereby & therewith shall be gotten, and also the moity and halfendeale of the proffitts, commodities and avantages that shall be gotten by one one servant called Thomas Hedger[1] in and wth the said Lighter to be imployed, To have and to hold receive perceive and take the said moietyes and halfendeales and all and singular the premises with the appurtenances unto the said Edward Bendall his executors administrators and assignes from [47] the Day of the Date of these presents for and during the space of one year thenceforth next ensuing fully to be compleate & ended, yeilding and paying therefore unto the said Richard Parker his heires and assignes the full and whole sume of thirty pounds at two severall payments vizt upon the ffirst Day of the nyneth moneth of this year and upon the first Day of the

[1] A Thomas Hedger was afterwards for many years a resident of Warwick, R. I. (*Savage*). [T.]

third moneth of the year next ensuing the Date hereof by equal porc̃ons to be paid. And the said Edward Bendall Doth hereby for himselfe, his executors administrators and assignes Covenant with the said Richard Parker his heires and assignes that he the said Edward Bendall his executors administrators and assignes shall and will at his and their proper costs and charges, well and sufficiently repaire, maintayne, uphold & supply the said Lighter with all needful and necessary reparac̃ons, implements, tacklings and materialls as often as need shall require during the said terme and in the end of the said terme shall surrender & yielde up the moiety & halfendeale of the said Lighter soe well and sufficiently mainteayned repayred upheld, & supplyed as the same is at this time present reasonable wearing excepted and if the said Lighter shall not be cast away, (wch God forbid) unto the said Richard Parker, his heires or assignes. In witnesse, &c. [8. 4.]

WORTHY SIR[1]: I heartily pray that this honest young man Henry Grey, may find all lawful favour with you. His freinds have advised him to make a journey on purpose to

[1] The following letter was copied, or drafted in shorthand, on page 47, but subsequently cancelled by lines drawn across. Blanks are left in place of the words that cannot be confidently deciphered. It was probably written to Mr. William Frost, one of the early planters at Uncowa (Fairfield), "beyond Connecticut." John Gray (or Grey, as Lechford uniformly wrote the name), of Boston, 1639, an older brother of Henry, had married Elizabeth (widow of John Watson), a daughter of Mr. Frost. Henry Gray, "now of Boston, heretofore citizen and merchant of London," had a house-lot granted him by the town, Feb. 19, 1637–38. "The maid who had promised him," and was "fully satisfied" as to his estate and "all other things," was doubtless Lydia Frost, the younger sister of his brother John's wife. Her father was an "old acquaintance" of Lechford. The "honest young man" must have found favor with Mr. Frost, for the couple were married not many months after. Sept. 18, 1640, Henry Gray and his wife Lydia conveyed their house in Boston in trust to Thomas Lechford (see after, p. 176); and both John and Henry removed to Uncowa. Lechford, in *Plaine Dealing* (p. 43), names among others who were living in the plantations "beyond Connecticut," his "old acquaintance, Master Roger Ludlow, Master Frost, sometime of Nottingham, and his sons, John Grey and Henry Grey." The latter became a man of some prominence in the plantation, and was a deputy from Fairfield to the General Court in 1656 and 1657. [T.]

you, about your satisfaction (?) in the particulars of his estate, — which yet the maid doth not stand on, I am informed, but is fully satisfied thereabout and all other things, and her affections to him remain [ ]. I have seen a passage in his father's letter, whereby he bestows 20l upon him more than formerly, in respect of his charge of building; yet not as his full portion, as I verily believe. His brother also, a citizen of London, hath promised to stock him with 100l worth of commodities from time to time, if the Lord keepe open the way, and he is to have half the profit, which may be of especial advantage. [ ] will show you by his account book that his estate is above 50l for the present, which is as much as her sister here desired and more than the maid herself ever stood on. The maid hath promised him, and he her, as I heare, and the young man doubts whether it may be broken off; wherefore if you remaine unsatisfyed thereabout, whether the promise be good or not he will refer [ ] to yourself and 2 other ministers meete to be deciders, when you come next into the Bay. For my selfe, I [ ] this favour of you, that you would be pleased to seale up my treatises and send them to mee by this bearer, for I am forced to show them to some Elders; and also I would pray you to send me my letter that I formerly wrote unto you, if you thinke good, for some reasons which I will show you when, please God, I see you next; wherein you shall do me a great favour. With my best respects to yourself and your beloved yokefellow in the Lord, wishing you all [ ] grace and prosperity from heaven, I remain yours to be [ ].

THOMAS LECHFORD.

BOSTON, 11. 3. 1639.

Peter Palfrey[1] of Salem for 66l 13s. 4d conveyed to George Richardson, mariner, 200 acres of land, meadow, pasture and wooddy ground, lying at the end of Basse River in

[1] Peter Palfrey came to Salem, it is thought, in 1629, with Roger Conant. He was admitted freeman among the first. He died in 1663. George Richardson, of Watertown, may be found (with a small family) in Bond.

Salem for ever, and to lay out & sever the p^r^mises. Dat' 13. 3. 1639. The money to be payd by bill, upon the 13 of 9 next. Coram Hugh Peters, Will^o^ Hathorne, & me. [1*s.*]

[48] Edmund Batter[1] of Salem for 50^li^ conveys to George Richardson, mariner, all that his Dwelling house and garden and two acres of land more or lesse thereunto belonging, wth the appurtences, lying in Salem, for ever. And is to provide & deliver 500 pales & rayles & posts answerable for the fenccing of the same before 1. 2. p^r^x^o^. Dat' 13. 3. 1639. Coram Gervasio Garford, Will^o^ Hathorne, Tho. L. [1*s.*]

This Indenture made the fifteenth Day of the third moneth Anno Dñi 1639, Betweene George Richardson, mariner, and Michael Gabilloe, Frenchman, of the one parte, and Edmund James[2] of Watertowne in New England, planter, of the other parte, Witnesseth that the said George Richardson for the summe of eight pounds to him in hand payd for the passage of the said Michael, by the said Edmund James, doth assigne and put over the said Michael, and the said Michael Doth put himselfe a servant unto the said Edmund James, him his executors administrators and assignes truly & faithfully to serve from the day of the Date of these presents for and During the space of seaven yeares thenceforth next ensuing fully to be compleat & ended. And the said Edmund James shall finde and provide to & for his said servant sufficient & reasonable meate drinke lodging & apparell during the said terme, and in the end of the said terme shall give his said servant double apparell & five pounds in money. Mei et Alex: Huntridge. [2*s.*]

[1] Edmund Batter, of Salem, was a maltster from Salisbury, in the county of Wilts.

[2] Bond notes an Edmund James, proprietor, (in Watertown) 163–637, selectman 1638. See Savage for the marriage (Aug. 11, 1640), of Reana, widow of one Edmund James, of Watertown. Not much is known about either of them, however, and nothing at all of Michael Gabilloe, as might be surmised.

To the right wor^ll^ the Governor, Councell and Assistants of the Jurisdiction of the Massachusets Bay in New England, and to the general Court there assembled, 22° 3^i^ 1639.

The humble petition of Samuel Gough in behalfe of Thomas Gough [1] of London, merchant, his ffather, and of himselfe.

[49] Yo^r^ Petitioner humbly prayeth you the Hono^r^able Governor and the Court, that you would be pleased to bestowe upon his said ffather and himselfe a competent parcell of ground as well for yor petitioners present imployment as for his ffathers benefit, if it shall please God of his goodnesse to bring him and his ffamily into these parts; wherein yor petitioner hopeth and doubteth not but you will favourably respect the good of his ffather as well as himselfe, being that his said ffather is better knowne unto you and approved then himselfe is as yet; and yor petitioner hopeth the Lord will so guide his yor petitioners wayes that you shall not have cause to repent of any yor goodnesse & bounty unto him or his said ffather.

Yo^r^ petitioner is and shall be ever he hopeth a Petitioner to the throne of grace for yor prosperity and of the whole State. [2*s.* 6*d.*]

This Indenture made the Twenty fourth Day of the third moneth In the yeare of our Lord One thousand six hundred and thirty nyne, Betweene Willm Hudson [2] of Boston in

[1] Thomas Goffe, a merchant of London, had been interested in the colony at New Plymouth, and was afterwards a patentee of the Massachusetts Company, by whom he was chosen deputy-governor in 1628 and 1629, and was designated by the Court, in November, 1629, with Winthrop, Saltonstall, and the other principal members of the company, as one of the "undertakers for the joint-stock." He did not accompany his associates to New England, and at the meeting at Southampton, March 18, 1629–1630, was left out of office as an assistant, Mr. Simon Bradstreet being elected in his place (*Mass. Col. Rec.*, vol. i.; *Mass. Hist. Coll.*, iii. 48; Savage, in *Winth.*, i. 8).

It appears from this petition that so late as 1639 he had not entirely abandoned the purpose of emigration to Massachusetts. Was his son Samuel already a resident here? [T.]

[2] William Hudson at this time had not been recommended to the General Court by the Town of Boston to keep an ordinary. He was allowed by the Court, April 30, 1640; and there are

New England, Baker, and Henry Mether of the same, of the one parte, and Thomas Cornish [1] of Boston aforesaid, Inholder, of the other parte, Witnesseth that the said Willim Hudson for and in consideration of the summe of tenne pounds to him in hand payd by the said Thomas Cornish before the sealing & delivery hereof doth put over and the said Henry Mether doth put and place himselfe servant unto the said Thomas Cornish by these presents wth him to dwell and serve by the space of fower yeares from the Date of these p^r^sents fully to be compleate and ended During all wch time the said Henry his said master shall well and faithfully serve his commandes lawfull & honest he shall obey and doe his said masters secrets he shall keepe his goods he shall not wast nor purloyne from his said service he shall not himselfe w^th^draw or eloygne. And the said Thomas Cornish shall During the said tyme fynd & provide for his said servant sufficient meate drinke lodging & apparell. In witness &c. [1*s.* 6*d.*]

Be it known unto all men by these presents that I Robert Feke [2] of Watertowne in New England gent Doe hereby constitute and make & in my place put my welbeloved ffreind Robert Harding of Boston in New England Merchant my true and lawfull Atturney for me and in my name to sue arrest

in Lechford one or two mentions of his house, in agreements "to be paid at Wm. Hudson's house," which I suppose to refer to the inn. His house, as noted in the *Book of Possessions*, was on the south side of State Street, close to the water (near Kilby Street), where he had a wharf running out over the marsh.

[1] Cornell or Cornhill? See note on p. 31, *ante*. [T.]

[2] Robert Feke, of Watertown, is thought to have come over in the fleet with Winthrop. He was made freeman May 18, 1631, and lieutenant September, 1632; he was several times deputy to the General Court, and in 1636 was appointed one of the magistrates to keep county courts at Watertown.

Robert Harding came in the fleet with Winthrop, and his name is among the early signatures of the church covenant. He was an ensign in Captain Underhill's company, then captain, and was for a long time selectman of Boston. He was an adherent of the Hutchinsons, and in 1639 removed to Rhode Island, where he was an assistant in 1641. In the *Note-book* later (p. 183) he is called "Cap. Robert Harding, of Newport." In 1646 he went back to England, and, I suppose, remained there.

and impleade Henry Fleete[1] late Captaine of the Barke Waricke ffor the sume of [50] One hundred pounds Currant money of England wch he oweth unto me to be payd in in good merchantable corne at six shillings a bushell to be delivered unto me at Watertowne in New England (the wch should have ben payd and Delivered unto me there upon the last Day of July Anno Dñi 1632 as by one bill obligatory under the hand and seale of the said Henry Fleet dated the twenty third Day of March Anno Dñi 1631 appeareth) and the same Debts and dammages for the Deteyning thereof to recover and receive to my use before any his Majesties Governor or Governors in any Cort or Corts wheresoever or by their authority howsoever. And Whereas heretofore I made a letter of Attorney unto George Ludlowe gent authorizing him to receive and recover the said Debt of the said Henry Fleete for me and to my use I Doe hereby also authorize and appoint the said Robert Harding my now Atturney for me and in my name to call and bring the said George Ludlowe to account for the same and in case he hath received the said Debt or any parte thereof the said Robert Harding to receive and recover the same of him for me and in my name and to my use before any his Majesties Governor or Governors in any Court or Corts wheresoever or by their authority howsoever And further I authorize and appoint my said Atturney for me & in my name to doe & make any other lawfull act or thing in and about the recovery and receiving of the Debt & Dammages aforesaid as fully and effectually as if I my selfe

[1] Henry Fleet sailed from England in 1631, in the employ of George Griffith and others, proprietors of the bark "Warwick," of London, on a voyage to New England and Virginia for trade and discovery. Winthrop mentions her arrival at Nantasket, March 14, 1631–1632, "having been at Pascataquack and at Salem to sell corn, which she brought from Virginia;" April 9, "the bark, with Mr. Maverick's pinnace, went out towards Virginia." The proprietors, in a petition to the Admiralty in July, 1634, allege that, by authority of Sir John Harvey, Governor of Virginia, Fleet had restrained the vessel and profits, to their great loss (*Colonial Papers*, iii. 21; in Sainsbury's *Calendar*, i. 184; *Winth.*, i. 71, 72).

George Ludlow probably removed from Massachusetts to Virginia as early as 1631. He was there, at any rate, in 1639, and was appointed one of Sir William Berkeley's Council in 1650 (Sainsbury's *Calendar*, i. 292, 340). [T.]

were present, Ratefying and allowing whatsoever my said Attorney shall lawfully Do in the premises. In witnesse &c. 30. Maij 1639.

A Coppy of the bill aforesaid testyfied before John Winthrop Governor. 30 Maij prd. [1*s.* 8.]

William Cockerell[1] of Hingham ffisherman, plt. William Cockerham of the same, mariner, deft. in a mixt accon. 4. 4. 1639. The Plaintiffe sheweth & complayneth that the ffreemen of Hingham aforesaid did in or about the sixth moneth in the yeare of our Lord, 1637, by their ioynt consent and generall vote assigne and allot out unto this Pltiffe. fower acres of ground lying at a place called Broadcove in Hingham aforesaid next adjoyning to the lands of the Defendant there towards the west, to have and to enjoy to him the said plaintiffe & his heires for ever. The plaintiffe made his clayme and entry unto and upon the said lands in or about the sixth moneth of the last yeare, 1638, and this yeare in the first moneth, and since hath endevoured to plant and build his dwelling house upon the said lands, but the said Defendant knowing hereof hath forbidden [51] and hindred the Plaintiffe both in building and planting therupon hitherunto, so that he must buy all his corne and garden fruits this yeare for himselfe and his family & pay for houseroome els where, and is otherwise hindred & damnifyed to the summe of twenty pounds for wch as well as for the said lands he brings his suit. [1*s.*]

William Sprague of Hingham, Planter, plaintiff & Thomas Clap of the same Towne, Planter, defendt. 4. 4. 1639, in an action upon the case.

The plaintiffe complayneth that whereas upon the twenty fifth day of the third moneth of this yeare, 1639, he was poss'd of one good milch Cowe of the age of twelve yeares, the Defendant had also another Cow wch was wont to push

[1] Strangely enough, Cockerell and Cockerham are both known characters; though it would seem as if Lechford had made up the whole business out of his head. Little is known of them, however.

and goare cattle and thereof the defendant had notice and warning, but the Defendant did not restraine his said Cowe, soe that on the said twenty fifth day of the said third moneth last past the defendts said Cowe did goare the plaintiffs said cowe so that her gutts and bowells fell out and her belly being thrust through, to his dammage 20l, wch the Defendt. hath not rendred unto the plt. although he hath ben required the same, and therupon the plt. brings his suit.[1] [1s.]

Thomas Moulton of Charlestowne, fisherman, aged about 30 yeares maketh oath that one Batman dwelling by the river of Saco on or about the last day of the first moneth Anno Dñi. 1638, did place his daughter Margery Batman servant unto Henry Lawrence of Charlestowne ffisherman, wth him to Dwell & serve for the space of five yeares from that time to be compleate and ended, for the wch service the said Henry Lawrence was to deliver unto the said Batman, her father, one she-goate for the benefit of the said Margery, at Charles Towne aforesaid, and therupon the said Batman the ffather Did deliver the said Margery to the said Henry, at Sacoe river aforesaid, to be brought to Charlestowne aforesayd, on or about the last day of the first moneth aforesayd, and accordingly the said Henry [52] Lawrence brought the said Margery unto his house at Charlestowne where she remayned wth him about a quarter of a yeare and no longer, and then the said Batman the ffather came to Charlestowne aforesaid and tooke his said daughter from the said Henry Lawrence againe, why the sayd Depon't Doth not knowe, and the said Batman hath since placed his said daughter wth one Elias Parke since dwelling at Kenecticot. And whereas the said Henry Lawrence Doubted to receive and carry her the said Marg̃. away, for feare she should be a servant to some body, the said Batman bid the said Henry Lawrence not to feare, for that he the said Batman would discharge him of any trouble or dammage

[1] From a later entry in the *Note-book* (p. 113), it would seem as if there might have been some defence in this suit, on the ground of Mr. Sprague's fences being in a bad state of repair; but such matters are for conjecture only.

that should come upon him for carrying the said Margery away, if it should cost him forty pounds. And the said Henry Lawrence did provide and give the said Margery some cloathes, but of what value this depont knoweth not.[1] [1s.]

4: 4: 1639

John Lawrence of Charlestowne,[2] fisherman, aged about twenty foure yeares maketh oath that &c. againe because his said ffather would not give him the said Batman 4[t] in money instead of the said she-goate, w[ch] was contrary to the first agreement, and &c.

Thomas Hett of Hingham, Cowper, Pltiffe, Thomas Shave[3] late of the same, planter, defend[t]. In an acc̃on of trespas

[1] This and the following depositions probably relate to a matter noticed in the Colony Records. At a Quarter Court at Boston, June 4, 1639, "Henry Laurence was for the p[r]sent discharged about Capt. Bonito his servant" (*Mass. Records*, i. 265). With a mark of contraction over the final *o*, Captain Bonito may stand for Richard Bonython, or Bonighton, of Saco, and a magistrate there in 1636; and it may be inferred that Margery Batman — brought from Saco by Henry Lawrence in 1638 — was claimed by Captain Bonython as his servant by prior indenture or agreement.

There was a Stephen Batson at Saco in 1636, who had a daughter Margery; he removed to Cape Porpus in 1653 (Folsom, *History of Saco*, pp. 33, 124). Possibly the two names indicate the same man; but whether Batman or Batson is correct I have no means of deciding. More may be found of Moulton in another connection, *post*, p. 152. [T.]

[2] John Lawrence, "of Charlestown" in 1639, is shown to be the son of Henry Lawrence of the same town. There can be no doubt of his identity with John Lawrence of Watertown, 1636–1662, afterwards of Groton; and his age at the time of deposing, refers his birth to the year 1614 or 1615. The Lawrence Genealogy (Bond's *Watertown*, pp. 1080–1081) proves John Lawrence, who was "in New England" July, 1639, to have been a son of Henry Lawrence, of Wisset, Co. Suffolk, England, "supposed to be the Henry Lawrence of Charlestown, as early as 1635, who died between 1638 and 1647." But the same genealogy shows that one John, son of Henry, was baptized at Wisset, Oct. 8, 1609, and a brother, Robert, baptized Sept. 16, 1612. The discrepancy in ages thus indicated may be reconciled by supposing the John whose date of baptism is given in the genealogy to have died young, and that John of Watertown was a second son of the same name, two or three years younger than his brother Robert, who remained in England. [T.]

[3] "Thomas Shaw, Hingham, 1637, removed before 1643 to Barnstable. . . . Some have written the name Shave" (*Savage*). This declaration shows that Shave had removed from Hingham before June 4, 1639; probably shortly

upon the case, 4. 4. 1639. The Plaintiffe complayneth that whereas a certaine parcel of meadow or marish ground conteyning five acres or neare therabouts lying in Hingham aforesaid, was heretofore wrongfully deteyned by the townesmen of the said Towne from the Defend^{t} upon conference therof had by and betweene the said Plaintiffe & Defend^{t} on or about the first day of the fifth moneth in the yeare 1637, at Hingham aforesaid, The said Defend^{t} did promise the Plaintiffe that in consideration he would help the defend^{t} in obteyning the said lands againe into his possession that he the Defend^{t} would give the pl'tiffe [53] the one halfe of the sayd lands to have and to enjoy to him and his heires for ever. And the pl'tiffe saith that indeed he did help the Defend^{t} in obteyning the said lands againe into his possession & he hath since enjoyed the same and taken the proffits thereof above the space of one yeare last past. Notwthstanding the Defend^{t} not regarding his promise aforesaid but intending to defraud the said pltiffe of the one halfe of the said lands & the proffits thereof, hath refused to give the said one halfe of the said lands to the Pl'tiffe but hath taken the proffitts therof wholly to himselfe Although the Plt. Did on or about the last Day of the fifth moneth of the yeare 1638 last past require the Defendt. to performe his said promise unto him this Plaintiffe. To the Dammage of the Plaintiffe 10^{l}, and thereupon he brings this suit. [1*s.* Jonathan Bosworth & Benjamin Bosworth witnesses for the Plt.]

THOMAS HETT of Hingham, Cowper, *plt.* } in a real accon
JOHN TOSE of the same, planter, *Defendant* } 4. 4. 1639.

The Plt. sheweth that whereas Thomas Shave late of Hingham aforesaid, planter, did on or about the tenth Day of the first moneth, Anno Dñi 1637, give unto the Plaintiffe the one halfe of a certaine parcell of meadow or marish ground conteyning five acres or neare therabouts lying in Hingham aforesaid, Now the said Defend^{t} claymeth and holdeth

before that date, as the word "*late*" was interlined before "of Hingham," after the first draft.

possession of all the said lands and refuseth to let the pltiffe. have & enjoy the said one halfe of the said lands & proffits thereof. And for the enjoyment of the said halfe of the said lands the Plaintiffe brings his suit. [1s. Witnesses afores[d].]

[54] Jonathan Bosworth[1] of Hingham, taylor, aged about 26 yeares, maketh oath that Thomas Shave about the beginninge of the fifth moneth 1637 upon occasion of conference betweene him & this Deponent about a parcell of ground in Hingham conteyning about 5 acres then kept from him told this depoñt that he had promised to give halfe therof to Thomas Hett for to help him to obteyne the possession of the said ground and at another time this deponent was present when the said Thomas Het and Thomas Shave talked together of the said promise wherof this deponent remembreth this passage that Thomas Hett asked the said Thomas Shave whether he would be as good as his word, he sayd yes. Then sayd Thomas Hett you are like to have yo[r] ground againe but when you have it againe I doubt you will be unwilling to let me have halfe of it Noe said Thomas Shave you shall have the one halfe if ever I get it and I shall be glad of the other halfe. [6*d*.]

Benjamin Bosworth[1] of Hingham planter aged about 24 yeares maketh oath that Thomas Shave about the beginning of the fifth moneth 1637 upon occasion of conference betweene him and this Depoñt about a parcell of ground in Hingham conteyning about 5 acres then kept from him the said Thomas told this Depoñt that he had promised to give Thomas Hett halfe therof for to help him recover the same and the said Thomas Shave said further that when he did get the said ground Thomas Het should have halfe of it wth heart & good will and that he the said Thomas Shave should be glad of the rest himselfe & prase God for it. [6*d*.]

[1] Benjamin, Jonathan, and (as I infer from an entry on a subsequent page, as well as from *Mass. Col. Rec.*, i. 152) Nathaniel Bosworth were brothers, and probably sons of Edward, who died on his passage to New England, or before July, 1635.

[55] *To the Right Wor^ll^ the Governo^r, Councill and Assistants of the Jurisdiccon of the Massachusetts bay in New England, & to the generall Court there assembled*, 6. 4. 1639.

The humble petition of Thomas Cornell[1] of Boston Inkeeper.

Sheweth that whereas in the winter tyme when provisions were Deare & scarce and yor petitioner had much losse by his small beare by the frost, he did sell some stronger beere wch he was at cost to preserve from the frost by fire, for the necessary use of strangers, unto some others, for 2*d.* a quarte, and did since draw out about a rundlet of sacke in his house, not knowing any law to the contrary, seing Mr Fortescue told him that he had liberty to Draw by the gallon, or 2 or 3 gallons, yor petitioner hoping that he might so Doe & save himselfe a labour of sending to the taverne. But seeing yor petitioner now understandeth that these things are against the lawes, he is very sorry for his offences and all other offences that have been taken notice of by the Court, beseeching you to consider that some miscarriages may passe in such an house against his will and w^th^out his knowledge, but he hath ben hitherto carefull and shall hereafter Godwilling be more carefull to keepe a good conscience in the said place if you shall please to continue him therein, if not he shalbe ready to leave the same as soone as he can get a chapman for his house, for that he hath not ben heretofore accustomed to

[1] Thomas Cornell, or Cornhill, as has been before mentioned, was the successor of William Balston in the second of the two inns or ordinaries licensed in Boston before 1639 (see note on p. 31, *ante*). With consent of the townsmen, Aug. 20, 1638, he bought Mr. Balston's house, yards, garden, and one close "on the backside of Mr. Coddington's," — one acre, more or less, — two acres in the Mill Field, three at Hog Island, and eighty at Mount Wollaston (*Town Records*, i. 35; *Suff. Deeds*, i. 26). The following entry in the records of the Quarter Court, June 4, 1639, shows the occasion of this petition. "Thomas Cornehill was fined £30 for severall offences, selling wine w^th^out license, and beare at 2^d^ a quart. Hee had warning the 10th 4th mo" (*Mass. Col. Rec.*, i. 266). On the sixth of June the Court abated £10 of his fine and respited the remainder; but provided that he should "cease from keeping intertainment, and the town to provide another" (*Ibid.*, p. 260). [T.]

such a housekeeping and these are his first offences and his first warning.

All W^ch^ Considered yor petitioner humbly prayeth the Co^rt^ to be pleased to remit his ffine lately imposed upon him by the Court of Assistants for the said offences, and as long as he continueth in the said housekeeping he promiseth by the help of God to be carefull not to offend in such things or in any other, and shall as his duty bynds him pray for your long life & prosperity & the whole State. [2*s.* 6*d.*]

A Coppy of a Deed betweene Mathew Allyn of Kenecticot, gent. and Margaret his wife,[1] of the one parte, and Thomas Allyn of Barnstable in the County of Devon, yeoman, of the other parte, Dated 17. 10. 1638. being a Conveyance of lands in Devonshire to the said Thomas. [3*s.*]

Me Mathew' Allyn De Hartforde super flumen de Kenecticot, in America gen. tener' &c. Thome Allyn in duobus mille libris &c. Dat' 6. 3. 1639.

The condition of this obligation is such that if the above-bounden Mathew Allyn and Margaret his wife, and their heires, shall from time to time and at all times hereafter well and truly observe performe & keepe all such grants Covenants & agreements as are mencoñed and [56] expressed in one payre of Indentures dated the seaventeenth day of December last past before the date of these presents, made betweene the said Mathew Allyn and Margaret his wife of the one parte and the abovenamed Thomas Allyn of the other parte wch on the parte & behalfe of the said Mathew Allyn and Margaret his wife and their heires are to be observed, performed and kept, And if the said Mathew Allyn and Margaret his wife shall Doe and execute all such further

[1] Mathew Allyn was at Cambridge in 1632. He removed to Hartford, where he had a considerable allotment in the first division of lands, but soon after settled at Windsor. He was an assistant from 1658 to 1667, and a commissioner for the United Colonies in 1660 and 1664. The lands granted to Thomas Allyn, of Barnstaple, Devonshire, were probably the same, "in Bowport Street," which Thomas Allyn, then of Barnstable in New England, sold in 1641 to John Eells, of Dorchester (see copy of the conveyance, *post*, p. 227).

assurances as by the said Indentures they have covenanted to Doe so that they be not required for the Doing thereof to travell out of the Jurisdiccon of Kenecticot plantation abovesaid and so that the said assurances be tendred unto them w^th^in the space of seaven yeares next ensuing the date hereof then this obligation shall be voyd and of none effect or els shall remaine & be in full power strength & vertue. [8*s.*]

BOSTON IN NEW ENGLAND 7° *Junii* 1639.

At thirty Days after sight of this my first bill of exchange my second or third not being payd, be pleased to pay unto Mr Richard Hutchinson of London, Linnen Draper, Dwelling at the sign of the Angell and Starre in Cheapsyde, or his assignes, the summe of one hundred pounds of Currant money of England, for so much received here of Mr John Cogan [1] of Boston in New England merchant. I pray make good payment and place it to account according to advice,

for me, JAMES FORRETT.[2]

To the right Honble the Earle
of Starling Secretary for the
Kingdom of Scotland, at his
house in Covent Garden in Midd. [1*s.* 6*d.*]

[57] *A Paper of Certain Propositions*[3] *to the general Cort made upon request* 8. 4. 1639.

1. It were good that all accons betweene partyes were entred in the Court booke by the Secretary before the Courte sittes.

[1] John Cogan. See note on p. 138, *post*.

[2] James Forrett, agent of William, Earl of Stirling, for his patent of Long Island, was in Boston in 1639, as appears by this bill, drawn on his employer, in favor of Richard Hutchinson, brother of William, of Boston and Newport, and uncle of Richard Hutchinson, the ironmonger in Cheapside. Forrett returned to England in 1641 (see *Winth.*, ii. 4, 5; *Conn. Col. Rec.*, ii. 93, note).

[3] Though these propositions of Lechford—looking to his employment as "publick notary"—were not adopted, they may have led to the passage (at the next session of the General

2. That every accon be declared in writing and the Defendts answer general or speciall as the case shall require be put in writing by a Public Notary before the cause be heard.

3. The Secretary to take the verdits & make forth the iudicial commands or writts.

4. The public notary to Record all the proceedings in a faire booke and to enter satisfaccons acknowledged and executions or commands done.

5. The ffees in all these to be no more then in an inferiour Court of Record in England wch fees to be allowed by the generall Court or Court of Assistants.

The benefit hereof to the publicke good.

1. It will give an easy and quicke dispatch to all causes for thereby the Court and Jury will quickly see the point in hand and accordingly give their verdict & judgmt.

2. The Court shall the better knowe constantly how to judge the same things: and it is not possible that Judges from time to time should allwayes remember clearely or know to proceed certainly w^th^out a faithfull record.

3. The partyes may hereby more surely and clearely obteyne their right for through ignorance & passion men may quickly wrong one another in their bare words without a record.

4. Hereby shall the Law of God and justice be Duly administred to the people according to certaine and unchangeable rules so that they may know what is the Law and what right they may looke for at the mouthes of all their Judges.

5. Hereby the subjects have a greate parte of their evidences and assurances for their proprieties both of lands & goods.

The people may also use the publicke notary in Divers cases to the ease of the Magistrates and for making severall writings &c.

Court), in September, 1639, of a law requiring "that henceforward every judgment, wth all the evidence, bee recorded in a booke, to bee kept to posterity," and also providing for the record of wills, inventories, etc., and of lands (*Mass. Col. Rec.*, i. 275, 276). [T.]

[*Below is the following note, in cipher:*—]

The Court was willing to bestow employment upon me, but they said to me that they could not doe it for feare of offending the Churches, because of my opinions. Whereupon I thought good to propose unto them as followeth over leaf:—

[58] *Certaine propositions to the generall Cort*, 11. 4. 1639.

Whereas I have delivered that prophesying in the Church is properly & therefore ought to be mainely of propheticall scriptures, and that Apostles, Evangelists & Prophets ought to be continued as well and as long as Pastors & Teachers, or any other the undoubted officers by vertue of the Institution, *Some apostles, some prophets* &c., and that it is probable there shall come yet a greater Antichrist then ever hath bin, &c.

1. I Doe not refuse Church Communion wth any that hold the contrary.

2. If the Elders upon perusall of my bookes & hearing me will give their censure and reasons in writing or otherwise against the maigne propositions in my bookes, if they cannot satisfy me so far as to recant yet I shall be content to be silent.

3. If the Elders upon perusall of my bookes & hearing me can convince me of error in the maigne propositions, I shall be ready to retract, yea, to burne my bookes.

4. If the State & the Elders thinke that the matters I treate on are not tanti[1] or that they are just occasion of Disturbance, I shall be content they will advise of them 12. moneths or more, wth silence on my parte During that space saving to the Elders and cheife men, provided that I may have imployment to subsist among you, and in the meane while be

[1] The manuscript is seemingly plain; but this word *tanti* is curiously chosen. [T.]

admitted to the privileges of God's house; for that all I write may be held or not held *salva fide*, as I conceive. W^th^ all Due submission to this hono^ble^ Co^rt^.

Yo^r^ humble suppliant

THO: LECHFORD.

[*The following is in cipher, except the first four words.*]

A Draught of reasons for 3 deputies to be sent from each town to the General Court: A sheet of paper: At the request of Mr Bellingham[1]: 19. 4. 1639. [0–0.]

Coppy of a bill or letter of Attorney to Mr Robt Harding to receive 4^l^ 15^s^ of George Ludlowe[2] for Richard Callacott. Dated 19. 4. 1639. [8*d.*]

[*This in cipher.*]

Received of Mrs Glover[3] in May or the beginning of the month of June, 1639. [10*s.*]

[1] The name of Bellingham is written in the cipher — in accordance with its popular pronunciation of the period — as *Bellinge'm* (with *g* soft). [T.]

It appears from this entry by Lechford that Mr. Bellingham — though himself one of the assistants — was opposed to the order of March, 1639, by which towns were prohibited from sending more than two deputies, and which "occasioned some to fear that the magistrates intended to make themselves stronger and the deputies weaker, and so, in time, to bring all power into the hands of the magistrates; so as the people in some towns were much displeased," etc. (*Winth.*, i. 300). [T.]

Mr. Bellingham and Mr. Saltonstall, as Governor Winthrop complains, "held together, and joined with the deputies against the rest of the magistrates," in "cases where any difference was" (*Winth.*, ii. 186, 210). Yet, he concedes, "these gentlemen were such as feared God;" and "where they went aside it was merely for want of light, or their eyes were held through some temptation for a time, that they could not make use of the light they had." So mild a judgment on offenders who "went aside" towards democracy, and perhaps went so far as to maintain the right of petition for the repeal of an obnoxious law, — a measure which, in the Governor's opinion, "savored of resisting an ordinance of God," — is the highest evidence of his charity and goodness of heart. [T.]

[2] George Ludlow came over in 1630, but returned to England very soon.

[3] For Mrs. Glover, the wife of the Rev. Josse Glover, see note, p. 119, *post*.

[59] *Articles of Agreement indented made the twentieth Day of the fourth moneth in the year of our Lord One thousand six hundred thirty nyne Betweene* RICHARD COOKE[1] *of Boston in New England, tayler, of the one parte, and* ARTHUR PERRY *of the same, tayler, of the other parte.*

1. Imprimis, it is Covenanted, agreed, and fully concluded by and betweene the said parties to these presents, that they shall and will be Co-partners in the trade of Taylery, from the Date of these prsents for and During the space of seaven yeares thenceforth fully to be compleate and ended, if it shall please Almighty God that they two shall so long live, During all wch time they shall be and continue together daylie in one shoppe and be at equall costs and charges in providing & paying for shoproome and all necessary utensills and things requisite to their said trade, and shall each of them have one Apprentice servant in their joynt shopp from time to time during the said terme of seaven yeares.

2. Item, it is Covenanted, agreed & fully concluded by and betweene the said parties to these presents that all the proffitts, commodities and advantages wch shall be gotten by them in their said trade, and by the industry and worke of them the said partyes to these presents, and of their Apprentice servants therein During the said terme of seaven yeares shall be equally Due and be divided and parted from time to time unto and betweene the said parties to these presents.

3. Item, further it is Covenanted agreed and fully concluded by and betweene the said partyes to these presents that neither

[1] Richard Cooke and Arthur Perry, the tailors, had, in 1645 or earlier, two houses on School Street. Whether their partnership had by that time dissolved, or whether they still did their business in one shop, I cannot say. Cooke was later known as a military man, being of the Artillery Company, and rising in 1656 to the rank of lieutenant. As for Perry, his rank was more humble. He was at this time town drummer, and held the place for some years. He had been appointed in 1638 with a salary of £5 for "drumming to the company on all occasions." Later, however, he agreed to "give his Best diligence in Teaching George Clifford and Nathaniel Newgate in all the skill and use of the drum needfull to all common service in military affayres." And this agreement I suppose he carried out; for in a year or two he ceased from drumming, — at least in public.

of them shall in their said trade Doe nor permit to be done by their said servants anything w^th^out the assent & consent of each other of them the said pties to these prnts, During the said terme.

4. Item, It is Covenanted agreed and fully concluded by and betweene the said partyes to these p^r^sents that in the case of sicknesse or other necessary occasion of absence of them the said parties to these presents from their said joynt shopp during the said terme, if the said absence shall be by the space of a Day or more, that then the one of the said parties shall allowe unto the other xij^d^ for every Dayes absence of each other.

In witnesse &c. Coram Johe' Cogan & meipō. [2*s.* 6*d.*]

Articles about a bargaine betweene Lieutenant Richard Morris[1] and Mr Richard Parker for 7000 of clapboards pypestaves at 18^l^ p mille, to be Dd at Pascattaquay any time after the last Day of the 5th moneth. Dated 20. 4. 1639. Coram me. [4*s.* 6*d.*]

[60] Be it knowne unto all men by these presents that I Mary Fayreweather[2] of Boston, widdowe, in consideration of my naturall love and good affection that I beare unto my sonne John Fayreweather, Doe hereby give and graunt unto the said John the one halfe of all my lands lying in Pullinpoint necke[3] and Hogg Island, wth the appurtenances, equally

[1] Richard Morris was a military man from Roxbury. He had been disarmed, in 1637, with others of the Hutchinson party, and had gone to Exeter with Mr. Wheelwright, and is met with frequently in the *Note-book*, in transactions like the present. Richard Bulgar, also a Roxbury man, who was disarmed, went at first to Rhode Island, but afterwards to Maine, where he is met with in connection with Morris later in the *Note-book*.

[2] Widow of Thomas Fayerweather, an early settler, who had an "allotment" in the division of lands at Pullin Point Neck, Jan. 8, 1637 (*Town Records*, i. 30). He died late in 1638 (*Savage*). John, his son, — who in 1689 was made commander of the castle after it was surrendered by Andros, — was born (about) September, 1634; and so was not five years old at the date of this deed of gift. A revised draft of this deed of gift, with additional provisos, is found on another page. [T.] For John Evered, *alias* Webb, or John Webb, *alias* Evered, see pp. 138, 224, *post*.

[3] Pullin Point (now Point Shirley, Chelsea) was so called, as Wood informs

to be Devided, To have & to hold the said one halfe of the said lands unto him the said John Fayreweather his heires and assignes for ever. And I doe hereby graunt unto the said John Fayreweather that I and the said John shall & will stand seized of the other halfe of my said lands unto the use of myselfe for my life and afterwards to the use of such child and children that shall be lawfully begotten betweene me and John Everet als. Webb whome I intend by the grace of God to take to my husband, and the heires of such childe or children for ev^r^ and for default of such issue to the use of the said John Fayreweather, his heires and assignes for ever. And lastly, I Doe hereby give and graunt unto the said John Fayreweather one heyfer of two yeares old, To have and to hold the said heyfer unto the said John Fayreweather his executors administrators & assignes for ever. In witnesse whereof I have hereunto set my hand & seale the twenty first Day of the fourth moneth, Anno Dmi. 1639. [2*s.* 4.]

Copie of a grant of Powderhorne Hill[1] by Henry Vane Esqr to William Brampton gent. Dated 2. 1638 [*sic*]. [6*d.*]

Vincent Potter[2] gent. [*places?*] and John Johnson places himselfe unto Daniel Pierce of Watertowne, blacksmith, for 9 yeares from this Day for 12^l^, double apparell, & 5^l^. Coram me & Duobus aliis testibus. [2*s.* 6*d.*]

This Indenture etc. Dated 25. 4. 1639.

[*The next two entries are in short-hand.*]

Received of Mr Hibbins 25. 4. 1639. [10*s.*]

Received of Mr Bellingham for loan or gift [*illegible*], which I please; but if [it] please God that I am able [*illegible*], I intend to pay him. [1^l^.]

us, because those who passed it in boats, when the tide was strong, "are constrayned to goe ashore, and hale their boates by the sealing, or roades" (*New England's Prospect*, p. 45). [T.]

[1] In Chelsea, where Vane was one of the largest proprietors. This conveyance to William Brampton (Brenton?) was probably executed in England. [T.]

[2] Vincent Potter came in "1635, aged 21, was next year a soldier at the castle" (*Savage*). See later in the *Note-book*, pp. 65, 119.

[61] *Articles of Agreement Indented made the ffowerteenth Day of the second moneth Anno Dñi One thousand six hundred thirty and nyne Betweene* WILLIAM TYNG *of Boston in New England, merchant, of the one parte, And* JOHN READE[1] *of Waymouth in New England Planter, of the other parte, in manner and forme following.*

It is Covenanted, agreed and fully concluded by and betweene the said partyes to these presents, Imprimis, that the said John Reade shall and will occupye and enjoy all that the said William Tyng's ffarme house and ffarme at Mount Wollaston called Salter's ffarme, wth all the appurtenances lately by him purchased of William Coddington late of Boston,[2] gent., from the Day of the Date hereof for and During the space of Tenne yeares thenceforth next ensuing, fully to be compleate and ended.

2. Itm̄, that the said William Tyng shall and will stocke the said house & farme to the hand of the said John Reade, in manner following, that is to say, wth tenne milch cowes, tenne heyfers of two yeares old a peece, tenne heyfers of one yeare old a peece, ten cowe calves, One bull of two yeares old and one bull calfe, Tenne Oxen, fower mares, One stoned colt of a yeare old, twenty ewe goats, One goate ramme, three sowes, One boare, eight store swyne, One cocke, tenne hennes, One turkey cocke, two turkey hennes, One gander, four geese, One Drake and fowre Ducks.

3. Itm̄, that the said John Reade shall and will keep and improve all the said live stocke upon the premises as near as may be from time to time During the said terme of tenne yeares. And that the said John Reade shall & will w^th^in 15 moneths next after the date hereof build or cause to be built at his proper costs & charges on the premises, One barne of seaventy fowre feete in length and forty feete in breadth and convenient heigth proportionable, taking all

[1] John Reade had been of Dorchester, but was now a man of property and influence in Weymouth.

[2] See pp. 36-40, *ante*. [T.]

such materialls that will serve thereunto upon the lands belonging to the said farme.

4. Item, that the said John Reade shall and will from time to time during the said terme at his proper costs & charges well & sufficiently repayre, maintaine uphold & keepe the said ffarme house & Barn & all outhouses to the said ffarme belonging and all fences & increase fences and the garden thereunto belonging and the fruit trees thereon with all needful & necessary reparacons hedges pales fences mounds & ditches and the same so well & sufficiently repayred maintained upheld & kept shall & will leave & yield up in the end of the said terme unto the said William Tynge.

5. Item, that the sayd John Reade shall and may have & take in & upon the premises wood & timber for reparations of the said farme houses & barne & outhouses fences and all needfull & necessary hedgboote, gateboote, paleboote & fireboote not Doing any voluntary wast upon the said premises from time to time During the said terme.

6. Itm̄, that the said John Reade shall and will fynd & provide sufficient seed corne for the premises this present yeare And shall & will from time to tyme During the said terme, finde & provide all necessary ploughes, ploughshares, carts, harnesses for the same, Dayrie implements, cythes, axes, hatchets, hammers, mattocks, pickaxes, spades, shovells, rakes, saws, wedges, and all other necessary utensils for the managing of the said ffarme & stocke & the increase thereof.

7. Itm̄, that the said William Tyng in the end of the said terme shall & will buy of the sayd John Reade the ploughes ploughshares carts harnesses for the same dayrie implements cythes axes hatchetts hammers mattocks pickaxes spades shovells rakes sawes wedges & all other necessary utensills used and bought by the said John Reade for the managing of the premises at such reasonable rates & prizes as they shall be valued at by two indifferent men betweene the said partyes to be chosen or by the arbitrators in these presents named.

8. Item, that the said John Reade shall & will from time to tyme keepe seaven men servants able for their severall

imployments and two able mayd servants, and that he shall and will imploye his owne labour and industry and the labor and industry of all his said servants for the improvement of the said ffarme and live stocke wth its increase During the sayd terme.

9. Itm̄, that the sayd John Reade shall not nor will put on nor receive any other cattell, swyne or poultrey of his owne or of any other p^r^son or persons to be fedd or kept upon the premises, w^th^out the consent of the said William Tyng, and then the said William Tyng shall have halfe the profits for keeping and feeding of all such other cattell, swyne or poultry.

10. Itm̄, that the said John Reade shall & will breake up and improve wth the plough and plant or sowe eight acres of the arrable ground of the premises that hath not ben formerly broken up or ploughed, planted or sowen formerly, every yeare During the said terme.

11. Itm̄, that the said John Reade shall not nor will give, sell or carry any hay or strawe off the premises to the value of five shillings p annū, w^th^out the consent of the sayd William Tyng.

[62][1] 12. Item, that the said John Reade shall & will lay or cause to be layd all the compost, manure or Dung wch shall be made there on the premises in husbandly manner where most need shall be from time to time During the said terme.

14.[2] Itm̄, that the first tenne heyfers of the said stocke that shall come to the payle shall be kept for stocke, and if any of them fayle, the said number to be made up out of the said stockes increase from time to time ever after during the sayd terme, and in the end thereof to be equally Divided between the sayd partyes.

[1] It may seem that the paging here is very irregular. This arises from the fact that the articles in the present agreement have been printed according to the order indicated by the numbering rather than according to their position in the page. The page-marks have been set in where they occur; but in the case of pp. 62–64 they mean but little, as the articles have been very generally transferred.

[2] There is no item numbered 13. [T.]

15. Itm̄, that the increase of the said stocke & benefitts & proffitts of the said farme shall equally belong unto & be divided unto and betweene the said partyes from time to tyme During the said terme in manner & forme herein expressed.

[63] 16. Item, that the said John Reade shall & will from time to time during the said terme upon one moneths warning give an account in writing under his hand, unto the said William Tyng of all increase and decrease of the said stocke.

17. Itm̄, that the increase of the sayd stocke & proffits of the said farme shall from time to tyme during the said terme be divided, as the sayd partyes shall either of them require of the other upon one moneth's warning: so that none of the said cattell of the increase of the said stocke shall be divided till they breed or be wayed in the yoake, nor shall the corne be divided till it be brought into the barne & threshed, & then to be divided by the bushell.

18. Itm̄, that upon every dividend the continuing stocke shall be made good if any fayle from time to tyme Duringe the sayd terme out of the said stocke's increase, saving that if any parte of the said stocke Dye or fayle through the wilfull default of the said John Read then he shall forthwith make good & repaire the same at his owne costs & charges.

19. Itm̄, that from time to tyme during the said terme upon every dividend, the said William Tyng shall have liberty to appoint what cattell, horses mares or swyne shall be kept for the standing and continuing stocke.

20. Itm̄, that the sayd John Reade shall in the end of the sayd terme leave & yield up unto the said Willm Tyng the said farme fully stocked in such manner & kind as the said John Read receiveth the same from the said William Tyng.

21. Itm̄, that the said John Reade shall forbear to fell such trees about the said farm house as the said William Tynge shall direct.

22. Itm̄, that the said John Read shall not nor will have any dealing in any other farm or trade during the said terme, except his letting & [64] setting his farm at Weymouth, wthout the consent of the sayd Wm̄ Tyng.

23. Itm̄, that the said John Reade shall not nor will during the said terme do or suffer to be Done anything to the breach of any of the articles of agreement or Covenants made between the said Willm̄ Tyng and Mr. Coddington a coppy [1] whereof the said John Reade hath in his custody.

24. Itm̄, that the sayd John Reade shall and will from time to time during the sayd terme pay all towne rates for Mount Wollaston charged upon the said farme or his person, but all other rates for the sayd farme shall be payd out of the increase of the sayd stocke & p'fits of the said farme.

25. Itm̄, that the said Partyes shall equally have and enjoy the improvements and profitts of & by the said servants, ploughs carts & teames, to be equally Divided with the increase of the sayd stocke from time to time During the said terme.

26. Itm̄, the sayd William Tyng shall and will from time to time during the sayd terme pay halfe the charges for hire and maintenance of workmen or women, when any shall be hired & employed over and above the sayd servants, as need shall require for planting, reaping, mowing and making of hay.

27. Itm̄, that the sayd John Reade shall and will from time to time during the said terme allow unto the sayd William Tyng lodging and Dyet for himself & horsemeat & stable-roome for his horse when he shall come to the sayd farme to survey the same, make a dividend or for any other occasions wch he shall have liberty to doe at one or more times in the yeare, for the space of one moneth in the yeare, yearely During the sayd terme and at these tymes he shall have the use of the chamber wch Mr. Coddington used to lye in for his lodging.

28. Itm̄, that the said William Tynge shall have liberty from time to time During the sayd term to fell, cut, saw, hew & carry away any wood tymber, trees, boards, planks, pales or other wood things whatsoever leaving sufficient tymber trees & wood for the mayntenance of the sayd farme.

29. Itm̄, that the sayd Willm Tyng shall have liberty to erect & build one watermill on the premises for the use of him & his assignes and to make dammes, floodgates or pooles

[1] See pp. 39, 40, *ante*. [T.]

for that end, and to lay two acres of ground thereto, and shall have free ingresse, egresse & regresse for him & his assignes and those that shall grinde their corne therein into and from the same mill when it shall be set up & built, the said William Tynge or his assignes from time to time During the sayd terme after the said mill shall be erected & built grinding the corne of the said John Reade for the said farme house keeping, or allowing yearely unto the said John Reade what the grinding of fifty bushells of corne shall be worth.

30. Itm̄, that if the said William Tyng shall hereafter at any time during the said terme be necessitated to sell the said ffarme house & farme, then the said John Reade for fifty pounds to be payd him in hand, upon six moneths warning, shall & will surrender & redeliver unto the sayd Willm Tyng the said farme house & farme & stocke, wth his parte of the dividend, increase & profitts thereof.

31. Itm̄, that if the sayd Willm Tyng shall hereafter at any time during the sayd terme be disposed to sell the said farme house and farme for his owne profit & advantage, then the said John Reade for one hundred pounds to be payd him in hand upon six moneths warning shall & will surrender unto the said William Tyng the sayd farme house & farme & stocke wth all his parte of the dividend, increase & profitts thereof.

32. Item, that in case any difference shall arise between the said partyes their heires or executors about or concerning the premises, that then they shall and will from time to tyme perform, fullfill, stand to & keepe the arbitrement of Thomas Leverit[1] one of the Elders of the Church of Boston & of William Colbron Deacon of the same or of two others Arbitrators indifferently chosen or to be chosen by & between the

[1] Thomas Leverett and William Colbron, prominent men in the church, were of high consideration in Boston. Thomas Leverett was ruling elder, and also selectman from the time of his choice, shortly after he came over from old Boston, in 1633, until his death, in 1650. William Colbron came in the fleet with Winthrop, was for a long time deacon, and later ruling elder; often, too, selectman. His opinions on religious matters had decided leanings towards the heresies of Wheelwright; but he was neither disarmed nor disfranchised therefor.

sayd partyes, their heires or executors.[1] (Rd 10*s* in pt 8. 10. 1639.)

[65] Be it known unto all men by these presents that I Mary Faireweather of Boston in New England widdow, intending by the grace of God to take to husband John Everet alʒ Webb[2] of Boston aforesaid, in Consideration of my naturall love & good affection that I beare unto my Sonne John Fayreweather doe hereby before the said marriage give and grant unto the said John Faireweather the one halfe of all my lands lying in Pullinpoint necke and Hogge Island wth the appurtenances equally to be divided To have and to hold the said one halfe of the said lands unto him the said John Fayreweather his heires and assignes for ever, Provided allwayes that if the said John Faireweather shall happen to Dye without issue before he shall attaine to his age of twenty and one yeares then this grant shall be voyd And I doe hereby grant unto the said John Faireweather that I and the said John Webb and the heires of our two bodies lawfully to be begotten betweene us shall and will stand seised of the other halfe of my said lands to the use of me and the said John Everet alʒ Webb during our lives and the longest liver of us and after to the use of the heires of our bodies betweene us lawfully to be begotten and for default of such issue to the use of the said John Fayreweather his heires & assignes for ever And in case he Dye as aforesaid wthout issue then to the use of my right heires for ever Provided allwayes that in case I and the sayd John Everet alʒ Webb shall be disposed for necessity or convenience to make sale of the said last men-cõned halfe of the said lands that then upon tender of six pence unto a Deacon of the Church of Boston this entayle shall be voyd and thenceforth it shall be lawfull for us to Dispose thereof by our joynt consent & grant in writing before sufficient witnesses. And lastly I Doe hereby give and grant unto the said John Fayreweather one heyfer &c. pnt Devant. [2*s*. 6*d*.]

[1] It is doubtful if these articles were executed by the parties. John Read was at Rehoboth in 1645, where he died, a man "of good property and influence," September, 1685 (*Savage*). [T.]

[2] See p. 60, *ante*, and note. [T.]

William Hutchinson of Aquednecke, gent. and Edward Hutchinson of Boston, his sonne, of the one parte, and David Sellecke of Dorchester, soap boyler, of the other pt,—for 80l, to pay 20l in hand and 60l wthin 5 yeares, in the meane time the yearely rent of 6l at 2 payments, 1 payment 25. 10, & [the other] 24. 4; but if the money be payd the rent to cease,—sell one Dwelling house in Dorchester heretofore built by Mr. Rosseter, and one acre & halfe more or lesse, for the home lott or garden, 16 acres of wood ground lying on the southwest syde of the plantation, and all their right in Dorchester necke, 8 acres & halfe be it more or lesse.[1]

Vincent Potter[2] gent. assignes Stephen Barret to Wm Foster of Ipswich in New England Planter for 13l in hand & 3l 15*s.* a yeare for five yeares from the 21th. 4. Coram me & npore. [2*s.* 6.]

Me Robtum Sedgwicke De villa Caroli in N. A. Pandopatorem tener' &c. Edw. Tyng De B. merchant in 500l. Condiconed for payment of 169l 7*s.* 3*d.* 29. 5 and so much 6. 7. pp. Dat. 26. 4. 1639. Coram Willo Tyng & meipo. [1*s.*]

[66] This Indenture &c. Dat. 26. 4. 1639. Betweene Vincent Potter gent & Willm Parke. An assignement of Henry Kenninge an Apprentice from 21.4 for 8 yeares &c. coram. [2*s.* 6*d.*]

[1] The notes or memoranda for a draught (which is given at length two pages farther on) of a conveyance by William and Edward Hutchinson of a house and garden in Dorchester, and sixteen acres of woodland, "on the southwest syde of the said Towne plantation, and bounded wth the lands of Mr John Warham wch he hath in right of his wife or her children, on the east parte, wth the said Towne common on the west, wth the high way leading to Neponset river on the north parte, and wth the said Towne common on the south parte. Dated 24. 4. 1639. Coram Samuel Hutchinson, Tho. Savage, et me ipso for [Edward Hutchinson, the son]." [T.]

For David Sellicke, see note on p. 133.

[2] Vincent Potter, who had been a soldier at the castle during his stay in Boston, went back to England, Dec. 15, 1639. William Foster, of Ipswich, came [probably] in the same ship with Thomas Foster, afterwards gunner at the castle. They may or may not have been brothers, but it is possible that Potter came across William through his brother Thomas. See Savage.

A letter by Katherine Weelden to Mr John Shanvat of Nottingham dated 29. 4. 1639. touching the Death &c. of Martha Weelden of Dedham who was Drowned about 12 Dayes before. She was a godly mayde by all probabilities in this letter testifyed. [0 – 0.]

Borrowed of Mr Story[1] about a moneth since 2*lb* & halfe of the best Suger at 2*s.* the pound. } 5*s.* *d.*

Borrowed of Mr David Offley 3^{li} to be payd 6. 7. 1639.

The Condic$\bar{o}$n of this obligation is such that if the said John Reade shall from time to time observe fullfill & keepe all such Covenants articles and agreements as are on his parte to be observed fullfilled & kept mentioned in certaine Articles indented bearing Date wth these presents made betweene the said William Tyng of the one parte and the sayd John of the oth^{r} p^{t} then this obligation shall be voyd & of none effect or els shall be & remaine in full power strength & vertue.

Nos Johem̄ Reade de Weymouth in Nova Anglia Plantator et Richardum Wright de Mountwollaston in N. A. Plantatorem tener' &c. Willo Tyng mercator in [*blank*] libris Dat. 14. 2. 1639. coram.

Condic$\bar{o}$ned ut sup$\bar{a}$ mutatis mutandis.

This Indenture made the Twenty fourth Day of the fourth moneth In the yeare of our Lord One thousand six hundred thirty and nyne betweene William Hutchinson of Aquednecke Island gent and Edward Hutchinson of Boston in New England sonne & heire apparant of the said Willm̄ of the one parte and David Sellecke of Dorchester in New England

[1] "One George Story, a young merchant of London," who became conspicuous some three years later as the solicitor of Mrs. Sherman, in the suit with Captain Robert Keayne (*Winth.*, ii. 69, 117), makes here his first recorded appearance in the colony. [T.] (See pp. 84, 181, 234, *post.*)

soape boyler of the other parte Witnesseth that the sayd William Hutchinson and Edward Hutchinson for and in Consideration of the summe of ffower score pounds of lawfull money of England to them by the sayd David Sellecke his heires or ass̄s to be payd in manner & forme following that is to say twenty pounds thereof in hand at the sealing & delivery hereof and the other sixty pounds thereof wthin the space of five yeares next [67] ensuing the Date hereof have granted bargained and sold and by these presents Doe grant bargaine & sell unto the said David Sellecke one Dwelling house situate in Dorchester aforesayd wch was heretofore built by Mr Rosseter and all outhouses and one garden or home lott thereunto belonging and sixteene acres of wood ground be it more or lesse thereunto belonging lying & being on the southwest syde of the said Towne plantation and bounded wth the lands of Mr John Warham wch he hath in right of his wife or her children on the east parte wth the said Towne common on the west parte wthe highway leading to Neponset River on the north parte and wthe said Towne Common on the south parte and allso all there right title interest and demand of in and to three acres and three quarters and three roddes of land be it more or lesse lying in Dorchester necke and all Commons profits commodities hereditaments and appurtenances whatsoever to the sayd premises belonging To have & to hold the said Dwelling house and Lands wth all and singulare the premises wth the appurtenances whatsoever unto the said David Sellecke his heires and assignes in ffee farme untill the sayd sixty pounds shall be by him or them payd unto the said William Hutchinson and Edward Hutchinson their execut^{r}s administrators or assignes And afterwards To have and to hold the sayd Dwelling house and lands & all and singulare the p^{r}mises wth the appurtenances whatsoever unto the said David Sellecke his heires and assignes absolutely for ever Yielding and paying therefore yearely unto the said William Hutchinson and Edward Hutchinson their executors administrators or assignes or some or one of them the summe of six pounds by the yeare at two severall Dayes of payment vizt the 25th Day of Decem-

ber and the 24th day of the fourth moneth every yeare untill the sayd principall sixty pounds shall be payd as aforesayd Provided allwayes that if the sayd yearely summe of six pounds shall be behind or unpayd in parte or in all by the space of tenne Dayes after either of the said Dayes of payment thereof wherein the same ought to be payd as aforesaid being lawfully demanded or if the said principall sixty pounds or any parte thereof shall be behind or unpayd at the end of the said fyve yeares next ensuing the Date hereof that then & from thenceforth it shall and may be lawfull to and for the said William Hutchinson & Edward Hutchinson their heires or assignes into the premises & every parte therof to reenter and the same to have againe possesse & enjoy as in their former right and estate for and notwthstanding anything in these presents conteyned to the contrary thereof in any wise notwthstanding. In witnesse &c. coram Samuel Hutchinson Tho. Savage & meipo p Edw. filiu. [6. 6*d*.]

Me Davide Sellecke De Dorchester in Nova Anglia soapeboyler tener' &c. Witto Hutchinson gen et Edvo Hutchinson filio et heredi apparenti eimsdem Witti in Centum et viginti libris Dat. vicesimo quarto. 4. 1639. Coram. Coram pre. testibus.

[68] The Condition of this obligation is such that if the said David Sellecke his heires executors administrators or assignes shall well and truly pay or cause to be payd unto the said William Hutchinson and Edward Hutchinson or one of them their or either of their executors administrators or assignes or any of them the yearely rent of six pounds and the principal summe of sixty pounds reserved and limitted in and by one payre of indentures bearing date wth these presents made betweene the said William & Edward of the one parte & the said David of the other parte according to the force forme and effect of the said reservation and limittation in and by the said indentures then this obligation shall be voyd & of none effect or els shal remayne & be in full power strength & vertue.

The Oath proposed in England whereon the Lords Say & Seale & Brooke were imprisoned at Yorke when the King went against the Scotts wth an Army. Anno 1639.

I Doe sweare before the Almighty and everliving God, that I will beare all faithfull allegiance to my true and undoubted Soveraigne Lord King Charles, who is lawfull King of this Island and all other his dominions both by sea and land by the Law of God and man and by lawfull succession, and that I will most constantly and cheerefully even to the utmost hazard of my life and fortune oppose all seditions, rebellions, Conspiracies, Covenants, and treasons whatsoever against his ma^tie^ Crowne and dignity or person, raysed or sett up under what pretence of religion or colour soever, And if it shall come veyled under pretence of religion I hould it most abominable before God & man. And this oath I take voluntary, under the faith of a good Christian and loyall subject, w^th^out any equivocation or mentall reservation whatsoever, from wch I hould no power on earth can absolve me in any parte.

Me Edv̄um Hutchinson de Boston in nova Anglia gen. tener' &c. Davidi Sellecke in Octaginta libris bone et legalis monet Anglie &c. Dat' vicesimo quarto quarti 1639. Coram. Samuel Hutchinson, Tho: Savage & meip̄o.

The Condic̄on of this obligation is such that if the above-bounden Edward Hutchinson shall procure and prevayle wth his ffather William Hutchinson of Aquednecke Island gent to signe seale and Deliver as his act and Deed unto the above-named David Sellecke or to some other to the use of the said David Sellecke before two or three credible and sufficient witnesses One Indenture of bargaine and sale of a certaine Dwelling house and lands in Dorchester allready drawne betweene the said William and Edward of the one parte and the said David of the other parte and allready [69] sealed unto by the said Edward Dated wth these p^r^sents and if the said Edward shall Deliver or cause the same so sealed by

his said ffather and himselfe to be Delivered unto the said David safe undefaced and uncancelled before the last Day of October next ensuing the date hereof then this obligation shallbe voyd and of none effect or els shall remaine and be in full power strength and vertue [1*s.*]

Betweene Richard Bellingham of Boston in New England Esqr of the one pte and George Minot of Dorchester in New England one of the Elders of the Church there, of the other parte, Witnesseth that the sayd Richard Bellingham for and in Consideration of the summe of one hundred pounds of lawfull money of England to him in hand payd before the sealing & delivery of these presents, by the said George Minot. —— One Dwelling House and home lott and barne and all lands, meadowes, pastures, wood lands, Commons & appurtenances thereunto belonging, heretofore in the possession of one Pomroy or now or late in the possession of the sayd Richard Bellingham or his assignes. 4. 5. 1639. To the use of the said Church. Coram Jo: Knowles & meipō. [1*s.*]

A bill by George Minot to Mr Bellingham for payment of 50^{li} the last parte of the said money 1. 8. 1639. Dat' 4. 5. As pr̄e coram Joh̄e Knowles & meipō. [6*d.*]

The good ship called the Beaver of London, Mr George Mayne, arived here the 22th Junii, 1639, and the passingers and goods safely Delivered.

I John Winthrop Esqr Governor of the Jurisdiccon of the Massachusets bay in New England Doe hereby Certifie unto all manner of persons whome it may any wise concerne that Mr George Mayne, Master of the good ship called the Beaver of London by the blessing of Allmighty God arived heere in Charles River wth the said ship and passingers therein upon the twenty second Day of June in the yeare of our Lord one thousand six hundred thirty and nyne, and hath since landed and Delivered the passingers and goods wch he brought in the same ship. In witnesse whereof I have hereto sett my hand the ffifth day of July Anno Dmi. 1639. [1*s.*]

A Bargaine & sale by Richard Bulgar to Richard Parker mchant, of one bull calfe of 5 moneths old, for 3^{li} 8. 5. 1639. Coram me. [6*d.*]

[70] Betweene Elizabeth Evans of Bridgend in the County of Glamorgan, and John Wheelewright[1] minister. A Covenant for service for three yeares from 25. of June last past. Wages 3^{li} p annu and passage payd for by J. W. Dat' 5. 5. 1639. Coram ——

Letter of Attorney by Thomas Hett of Hingham planter to Lieuten^{t} Richard Morris, against Philip Swadden[2] Dwelling neare the river of Pascattaquay in New England for 56*s.* Dat' 9. 5. 1639. Coram me. [6*d.*]

Betweene Robert Scott[3] of Boston in N. E. haberdasher and Captaine William Jennison of Water Towne in N. E. Whereas Indentures &c.

Now ffifty pounds to be payd to him.

Mr Scot to undertake the Delivery up of the said Indenture or an affidavit, and to be bounde in a bond of 100^{li}.

[1] John Wheelwright took degrees at Cambridge, 1614 and 1618, and came to New England 1636. He was banished from the colony, with his religious friends and supporters, in 1638, and established the town of Exeter, where he resided till 1643, when he removed to Wells, Me. Four years later, having been previously reconciled to the Massachusetts authorities, he settled at Hampton. In 1656 he went to England, and remained there till 1662, when he returned to New England, and settled at Salisbury. Here he died Nov. 15, 1679, aged, it is said, above eighty years.

[2] "Philip Swaddon, Watertown, servant of Robert Sully, 1630, set free next year, on condition of paying £10 to his master, was of Kittery, 1640" (*Savage*).

[3] Robert Scott (see pp. 158, 161, *post*). William Jennison was "captain of the military company in Watertown,—an able man, who had been there from the first settling of that town" (*Winth.*, ii. 176). He was the elder brother of Robert, who was the ancestor of Rev. William of Salem, Samuel (H. C. 1774), Samuel of Worcester, and Samuel (H. C. 1839). See Bond.

Articles of agreement made the 11th *day of July Anno Dmi* 1639, *Annoq̄ R. R. Caroli Angliæ &c. XV°, betweene* ROBERT SCOTT *of Boston in New England, haberdasher, on the behalfe of* RICHARD SPITTY *of Greys Inne in the County of Midd., gent., sonne and heire & Executor of the last will & testament of* RICHARD SPITTY *of high holborne, gent., deceased, of the one parte, and Captaine* WILLIAM JENNISON *of Watertowne in New England of the other parte, as followeth:*

Imprimis, that the said Captaine Jennison shall and will presently at the sealing and Delivery hereof pay unto the said Robert Scott, the summe of ffifty pounds of lawfull money of England, to the use of the said Richard Spitty of Greys Inne, gent., in full Discharge of all reckonings, debts, Dutyes and Demands whatsoever wch he hath against the said Captaine Jennison by vertue of one Indenture of Copartnership made the fifth day of March Anno Dñi 1629, betweene the said Captaine Jennison of the one parte and the said Richard Spitty Deceased of the other parte.

Itm̄, that the said Richard Spitty of Greys Inne, gent., as executor of the said last will & Testament of his said ffather, shall in convenient time, as soone as he may, make, seale and deliver as his act & deed one particulare release of all actions and Demands whatsoever wch he hath against the said Capt: Jennison by vertue of the said Indenture, to some person to the use of the said Captaine Jennison, and send the same over unto him into New England.

Itm̄, that the said Richard Spitty of Greys Inne gent. shall also in convenient time, as soone as he may, send the [71] Counterparte of the said Indenture of Copartnership under the hand and seale of the said Captaine Jennison, if the said Richard Spitty can or may finde or come by the same, over unto the said Captaine Jennison in New England, to be cancelled.

Itm̄, that the said Captaine Jennison shall and will upon receipt of a release to be made as aforesaid and of the said

Counterparte or an Affidavit or sufficient certificate that the same Counterparte hath bin sent in case the same shall be cast away or lost by the way, make, seale and deliver as his act and Deed, one particulare release of all actions and Demands whatsoever wch he hath against the said Richard Spitty gent. as executor as aforesaid, by vertue of the said Indenture, unto said Robert Scott, or some other person, to the use of the said Richard Spitty of Greys Inne, gent., to be sent over unto him into England, and also shall and will then deliver unto the said Robert Scott the Counterparte of the said Indenture wch the said Captaine Jennison hath under the hand & seale of the said Richard Spitty Deceased, to be sent over unto the said Richard Spitty of Greys Inne, to be cancelled.

Itm̄, that the said partyes to these presents shall presently enter into bond of 100^li^ a peece to each other, conditioned for the performance of the said former menc̄oned Articles.

In witnesse &c. Coram. [3*s.*]

Me Robtum̄ Scott De Boston in N. A. haberdasher tener' etc. Capitaneo Willō Jennison in Centum libris Dat' 11. Julij 1639. coram.

The Condic̄on̄ &c. [1*s.*]

Me Capitanen Willielmū Jennison de Watertowne in N. A. tener' &c.

Robt̄o Scott in Centum libris Dat' 11. 5. 1639.

Condiconed ut supra. [1*s.*]

One acquittance for the receipt of the said 50^li^ by Robert Scott. 11. 5. 1639. [6*d.*]

One Release by the said Richard Spitty of greys Inne, gent., to be sealed in England, to the use of Captaine Jennison. [6*d.*]

Osmond Douch[1] of Bridport in ye County of Dorset mariner assignes to Thomas Bishop of Bridport aforesaid haberdasher

[1] Osman, or Osmyn, Dutch, as Mr. Savage gives the name, from the records, had been admitted an inhabitant of Newport in 1638. From this

One tenement and a garden lying in the East Streete in Bridport aforesaid now or late in the occupacon or possession of the said Osmond or his assignes wch he heretofore purchased of Robert Ward of Apsham in the County of Devon gent to him and his assignes During the life of the said Osmond and Grace his wife and Robert[1] his sonne, [*and constitutes*] [72] John Bishop feltmaker and Richard Hallet carpenter Attorneys and all his goods & moveables to send over his wife and children &c.

Barnaby Davyes[2] of Charlestowne in N. E. planter and Thomas Errington[3] of the same planter, bound to Hugh Courtney merchant in 45l 12. 5. 1639, for payment of 22l 10*s*. upon the 12th of October next. [1*s*.]

To all Christian people to whome these presents shall come, I Osmond Douch of Bridport in the county of Dorset, mariner, send greeting in our Lord God everlasting, Knowe yee that whereas Robert Ward of Apsham in the county of Devon, gent., by his Deed Indented under his hand and seale did heretofore Lease, Demise, grant and to farme let unto me the said Osmond Douch One tenement and garden with the appurtenances thereunto belonging now in the occupation of

assignment, with the letter, bond, and release which follow, we learn that his wife, Grace, and his children were still living at Bridport, Dorsetshire, in July, 1639, and that he, having been at some time in the employ of Mr. William Hooke (of York, and afterwards of Salisbury), was now, "since he came last" to New England, in partnership with Thomas Milward, of Noddle's Island, engaged in the fishing trade. In the bond, executed at nearly the same time with the assignment of lease, he is called of Cape Ann, or Gloucester, where Mr. Savage finds him, with wife, Grace, and children, in 1646, and where he died December, 1684, "aged a hundred or more, as with greater confidence than probability is said" (*Savage*). [T.]

[1] Robert Douch (Dutch) was at Gloucester, with wife Mary, in 1646. In September, 1656, Robert Doutch — probably the same person — was admitted an inhabitant of Boston (*Town Records*, i. 131), but did not long remain there, as he was settled in Ipswich before May, 1659 (*Savage*). His son Robert, born 1647, was perhaps the soldier, of Moseley's company, who escaped with the loss of his scalp in King Philip's war. [T.]

[2] For ample mention of Barnabas Davis, see pp. 204 *et seqq.*, *post*.

[3] Thomas Errington afterwards was of Lynn.

me the said Osmond Douch or my assignes, To Have and to hold the said tenement and garden with all and singular the premises with the appurtenances unto me the said Osmond Douch or my assignes, for and During the lives of me the said Osmond Douch and of Grace my wife and Robert my sonne and the life of the longest liver of me and them, under the yearly rent and covenants therein expressed, as by the said Deed indented the more at large it Doth and may appear. Now I the said Osmond Douch for good causes and Considerations me thereunto moving Doe by these presents grant, assigne and sett over unto Thomas Bishop of Bridport aforesaid, haberdasher, the said Tenement and garden wth the appurtenances and all my right title interest clayme and Demand of in and to the same and every part thereof together wth the said Indenture of Lease, To have and to hold the said Tenement & garden and all and singular the premises with the appurtenances unto him the said Thomas Bishop and his assignes for and during the lives of me the said Osmond Douch and the said Grace my wife and Robert my sonne and the life of the longest liver of me and them. And I the said Osmond Douch hereby constitute ordaine and appoint my wellbeloved ffriend John Bishop of Bridport aforesaid feltmaker [73] and Richard Hallet of the same carpenter, my true and lawful Attorneys jointly or severally for me and in my name into the premises to enter and thereof full and peacable possession and seisin to take and after full and peacable possession thereof so had & taken full and peacable possession livery and seisin thereof for me and in my name to Deliver over unto the said Thomas Bishop To have and to hold the premises & every part thereof unto him the said Thomas Bishop and his assignes according to the purpose true intent and meaning of these presents Ratefying and allowing all & whatsoever my said Attorneys or either of them shall lawfully Doe in the premises And also I the said Osmond Douch ffor and in consideration of six pence to me in hand payd by the said Thomas Bishop Do hereby grant bargaine and sell unto the said Thomas Bishop all my goods and chattells reall and personall moveable and immoveable what-

soever in England To have and to hold the same to him the said Thomas Bishop his executors administrators and assignes for ever. In witnesse, etc. Coram Gubernatore nrō. Tho; Millward & meipo. [3*s.* 6*d.*]

Good wife, my love remembered to you in the Lord, These are to lett you understand that God be praysed I am well in health heere in this Country at the time of the writing this letter, and so I hope are you in health together with our Children. Seing it hath pleased God to blesse me heere in this land since I came last, I thanke God, I have cleared 40l and shall be able to make good provision for to intertaine you & my children, as I hope in the Lord. Therefore I desire you would by all meanes come over to me wth the children by the f[all] or as soone as you can the next spring: To that end and purpose I have hereinclosed sent you an Assignement of the house and therin a deed of gift also of the goods, sealed before our honoured Governo^r^, wherewithall I have intrusted yor kinsman Mr Thomas Bishop, the haberdasher, whome I Doe intreate to sell the house at as good advantage as he can and such of the goods as are not fitt for transportation, and wth the money to make provision for yor comming, for clothes for yo^r^selfe & the children, & for some refreshments by the way, and for yor passage: Of the goods that you have there-wth you sell not any brasse, pewter, bedding nor linnen: but furnish yo^r^selfe wth these as well as you can. And if you want any thing more to come forth, or to make yor better provision, then I shall take order wth my partner Mr Millard[1]

[1] Thomas Milward was probably the "pilot and mate to Mr. Fearne, in the 'Hector,'" whose denunciation of the people of Massachusetts as "all rebels and traitors," because they had not the King's flag at the fort, brought upon him the censure of the Court, in June, 1636 (*Mass. Records*, i. 176, 178; *Winth.*, i. 187). In the *Records* the name is written Miller, Millerd, and Millard; by Winthrop, Miller. Shortly afterwards "Mr. Thomas Milward, mariner," was found at Newbury, where he was a proprietor (Coffin's *Newbury*, pp. 22, 31, 310); but in September, 1639, he was granted land in Boston (*Town Records*, p. 42), and in August of the following year described himself, in a deposition taken by Lechford, as of Cape Ann, aged forty years. He died in Boston in 1653. Neither Douch nor Milward appears to have had any place of settled residence in 1639. They carried on the fishery at Cape

[74] of Noddill's Island, who is my partner in the fishing trade wch we now are setting upon, that he shall deale with Mr Maurice Tompson,[1] merchant, Dwelling at [*blank*] in London, to send you what money you & Mr Bishop shall thinke will be further needfull, besides the money to be made of the house & household implements not fitt to bring in the ship. And you are to send Mr Tompson this inclosed letter and note under Mr Miller's hand, and he will send you downe the money by the carrier. You must take care that by the way you may have some refreshments besides the ships provision for yo^r^selfe and my children: that is, some suger and fine ruske or bisket, and a little barrell of ale to make warme meate, and oatmeale & currants & a little spice, and some fine flower & eggs, & a few chickens wth a henne or two, and a little butter & honey. If you cannot come by Weymouth, then come by Bristoll wth one Mr Hazzard to whome I have allready spoken. [1*s.* 6*d.*]

[*From the beginning of page* 74 *to the end of this entry seems to have been crossed out, but nothing substituted therefor.*]

Nov^r^int univ^r^s' ꝑ p^r^sentes me Matheum Allyn De Hertford sup̃ flumen De Kennecticot' in America gen', ten' et firmit^r^ obligar' Humphrie' Hooke Civi et Aldermanno Civitat' Bris-

Ann and along the coast, probably in partnership with, or in the employ of, Mr. Maverick, of Noddle's Island. [T.]

[1] This was probably Maurice Thompson, a London merchant, who was governor of the East India Company in the time of Charles I. "In or about the year 1647 he went over to Holland, with two or three other commissioners, to solicit the States-General for some relief for the many distressed Protestant families in Ireland that had been plundered or ruined in the war; and having obtained leave of the States to collect voluntary contributions, they brought from thence above thirty-one thousand pounds, for which service they received the thanks of both Houses of Parliament. He is mentioned in Strypes' edition of Stowe's *Survey of London* as the person who, by his own bounty and application to others, principally advanced the building of the Chapel at Poplar in 1653" (*Collins*). His son, Sir John Thompson, was created Baron Haversham May 4, 1696. Maurice Thompson was probably the person mentioned by Winthrop in 1639 (*Journal*, i. 307) as having begun a fishing trade at Cape Ann. In the *Hist. and Geneal. Reg.* for July, 1884 (vol. xxxviii. p. 318), may be found many interesting details in regard to himself and his family.

toll' in 250li Dat' 18 Julij, 1639, coram Willo Hooke, Samuel' Mavericke et meipo.

Condičoned for the payment of 200li upon 3 bills of exchange by Roger Dellbridge of Barnstable in Devon, merchant. [1*s.*]

Me Osmondū Douch De Capæ Annæ in nova Anglia, nautā tener' et firmitr obligar' Willo Hooke mercatori in 40li, Dat' 18. 5. 1639, coram Tho: Milward & meipo.

Condičoned for the payment of 20li to Mr Hooke at Mr Maverick's house in Nodill's Island 17 Julij. prxo. [1*s.* 6*d.*]

A Release by Mr Willm̄ Hooke to Osmond Douch for undutifull Departure from his service, wth a boate, 18. 5. 1639, coram Tho: Milward & meipō. [vj *d.*]

Two letters for Mrs Bittgood.[1] [2*s.*]

[75] JAMES BROCKE[2] *of Ratcliffe in the county of Midd. mariner, plt*, JOSEPH BACHELLER *of Salem, Defendt, in an accon of Account.*

IN A PARTICULARE COURT 18. 5. 1639.

The Plaintiffe sheweth that whereas the said Defendt heretofore stood accountable unto Henry Paramor of the Isle of Thanet in the County of Kent gent., for a certaine stocke of one hundred and sixty pounds and the profits thereof intrusted by the said Henry Paramor unto the Defendant in or about the moneth of Aprill in the yeare of our Lord 1637, to be imployed by the defendt for the benefitt of the said Henry

[1] "Bidgood, or Betgood, Boston merchant, from Romsey in Hants, came in the 'Confidence' from Southampton, 1638; was of Ipswich, 1642" (*Savage*). [T.]

[2] James Brocke does not appear in Savage; as is natural enough, for he cannot have spent any very considerable time in New England. From entries in the *Note-book* he seems to have been in New England in 1636, when he was at certain charges for the expedition against Block Island in the Pequot war, as appears from pages 99 and 109, *post*. For further account of this action against Bacheller, see pages 100, 103, and 115, *post*.

Paramor and the Defend^{t} to have reasonable allowance for his labour & paines therein, The said Henry Paramor Did upon the xxvith Day of ffebruary last past assigne the said stocke & pfitts thereof unto the Plaintiffe, whereby the Defend^{t} now standeth accountable unto him the said Plaintiffe for the same. Now the said Plaintiffe chargeth the Defendant in manner & forme following, Imprimis, wth the profitts of the goods and merchandize bought wth the said principall money, wch goods & merchandize and profits thereof the pl^{t} Doth not knowe, therefore he requireth that the Defend^{t} sett forth upon his oath what the said goods & merchandize were and what profitts he made of them.

Itm̄, with the kine wch the Defend^{t} brought over into New England and reserved for a parte of the said stocke, and because the Plaintiffe doth not knowe how many or what kine the said Defend^{t} Did bring over, nor how many calves they have brought forth since, the P̄l^{t} requireth that the Defend^{t} set forth the same upon his oath. Itm̄, wth three other kyne bought the last yeare and three calves wch they have since brought forth. Itm̄, wth the money raysed upon sale of one house & lands thereto belonging lying in Dorchester, bought heretofore for the said Henry Paramor and the profits thereof since; and because the Plaintiffe knoweth not how long the said house & lands were in the said Defend^{ts} mannaging for the said Henry Paramor, nor what profitts have bin by the Def^{t} made thereof, the Plaintiffe requireth that the Defend^{t} set the same forth upon his oath. And the Plaintiffe is ready to allow the Defend^{t} all his reasonable charges and Disbursements and for his labour and paynes about the premises as this Court shall award. And for the said stocke & cleare proffitts thereof as the same shall appeare upon this account to be made betweene the said partyes, the P̄l^{t} brings this suit.

Itm̄, wth the summe of fforty five pounds in money, part of the said stocke, wch the Defend^{t} had in his hands or by his direction in the hands of some others accountable to himselfe, about the 8th Day of October, last past. [Vacat 2*s.* 6*d.*]

[76] JOHN BOURNE *of Wapping in the county of Midd. mariner, pl^t, and* [*blank*] HAWKINS,[1] *of Dorchester, and* NICHOLAS HEWETT *of the same, shipwright, Defend^ts,*

IN THE PARTICULAR COURT, 18. 5. 1639.

The Plaintiffe by James Brocke his attorney sheweth that whereas the Defend^t Nicholas Hewett borrowed of the Plaintiffe for the use of himselfe and the Defend^t [*blank*] Hawkins, the summe of tenne pounds in or about the fourth moneth in the yeare of our Lord, 1638, the Defend^ts nor either of them hath not payd the sayd tenne pounds unto the Pltiffe although they have been required so to Doe, To the Dammage of the Pl^t twenty shillings over & above the said Debt, whereupon he brings his suit.

[*From beginning of page* **76** *to the end of this entry seems to be crossed out.*]

Nos Samuele' Mavericke De Nodill's Insula in N. A. g', et Thomā Dexter De Lynne in N. A. yeoman, tener' &c. Will^o Hooke mercator, in 800^li Dat' 16. 5. 1639.

Condičoned for payment of 436^li upon the 16th Day January next ensuing &c. [1*s.*]

To all Christian People &c. Nicholas Parker of Boston in N. E. and Richard Parker[2] of the same, merchant, for 102^li Doe grant, bargaine and sell unto William Cheney of Roxbury in New E. [*blank*] all that their Dwelling house and home lott situate in Roxbury aforesaid, betweene the house of Mr Welles,[3] Pastor of the Church there, on the north side and

[1] —— Hawkins I suppose to be Captain Thomas Hawkins, of Dorchester, a shipmaster and shipbuilder. For some account of him, see note, p. **122**. Whether John Bourne, of Wapping, was any relation to Nehemiah Bourne, the shipbuilder of Dorchester and Boston, is a question of some little interest. See p. **127**, *post*.

[2] See note on p. **42**, *ante*. [T.]

[3] For an account of the Rev. Thomas Welde, pastor of the church at Roxbury, see the *Hist. and Geneal. Reg.*, xxxvi. 36. A catalogue of his library is printed in the same volume (p. 371), as are other matters of interest relating to him.

the house of [*blank*] Webb on the south side, and forty acres of land and pasture & wooddy ground thereto belonging wth the appurten$\overline{ces}$ whatsoever, situate and being in Roxbury aforesayd, Habendum to the said Willm Cheney, his heires and assignes for ever. Dat. 18. 5. 1639. [1*s.* 6*d.*]

HENRY PARAMOR *of the Isle of Thanett in the County of Kent gent. Plaintiffe.*
JOSEPH BACHELLER *of Salem in New England planter, Defend^{t}. In an accon of account.*

ATT A PARTICULARE COURT AT BOSTON, 18. 5. 1639.

The plaintiffe requireth that the Defend^{t} $\overline{instly}$ and without delay render unto him the said plaintiffe his reasonable account from the time that he was the bayliffe & receiver of the money goods and chattells of the Pltiffe both in England and New England And the plaintiffe saith that in or about the moneth of Aprill Anno D$\tilde{n}$i 1637, he Delivered unto the $\overline{Deft}$ [77] one stocke of the summe of one hundred and sixty pounds in England wherewithall the $\overline{Defendt}$ was Directed by the $\overline{plt}$ & did undertake to buy divers goods & chattells and the same to cause to be transported into New England and there to imploye the same for the profitt and advantage of the Plaintiffe and because the $\overline{plt}$ Doth not knowe what the said goods and chattells were nor what profitts the $\overline{Defendt}$ made of them the $\overline{plt}$ requireth that the $\overline{Defendt}$ set forth the same upon his oath. And the $\overline{Defendt}$ brought over into New England certaine kyne and reserved them for a parte of the said stocke and because the plaintiffe Doth not knowe how many or what kyne the said $\overline{Defendt}$ Did bring over nor how many calves they have brought forth since the $\overline{plt}$ requireth that the $\overline{Defendt}$ sett forth the same upon his oath And also the $\overline{Defendt}$ bought three other kyne the last yeare for parte of the said stocke wch brought forth three calves since And the $\overline{Defendt}$ raysed above fifty and nyne pounds by the occupying and sale of one house and lands thereto belonging lying in Dorchester in New England bought heretofore by the $\overline{deft}$ for the $\overline{Plt}$ as parte of the said stocke

And because the Plt knoweth not how long the sayd house & lands were in the defendts managing for the plt nor what other profitts certainly the Deft made thereof the plt requireth that the Defendt set the same forth upon his oath And also the Defendt on or about the 8th Day of October last past had forty and five pounds more parte of the said stocke in his owne hands or in the hands of some others accountable to himselfe. And the Plt is ready to allowe the Defendt his reasonable charges and Disbursements and for his labour and paynes about the premises as this Court shall awarde and therefore the Plt prayeth that he may have restored unto him his said goods and chattells and moneys remayning in the Defendts hands to such value and in kinde as the same shall appeare upon this account to be made and thereupon he bringes his suit. [2*s.* 6*d.*]

19 *Julii*, 1639. Thomas Rucke of Charlestowne in New England planter, aged about 48 yeares, maketh oath that Divers goods and chattels of his vizt. bedds and bedding and other household implements, meate, butter, cheese, salt, wheate, malt, and rye; stuffes, fustians, Canvas, bed tykes, working tooles, Iron ware, Oatemeale, bootes, shooes, and leather, linsey woolsey, brasse, pewter and iron potts; wch were put up in foure chests, three butts, one dryfatt, one powdering tubb, two packes, three kilderkins; one bundle of spitts, curtaine rodds and gunnes; six barrells and tenne hogsheads; conteyning in all about Six hundred and halfe, that were delivered at Malden, in Essex into an Ipswich Hye, were all shipt into the good ship the Castle of [78] of London in the moneth of Aprill, Anno Dmi. 1638, at London and were all afterwards safely transported & brought in the said ship to New England, and there safely Delivered forth unto the said Deponents hands in the moneth of July in the yeare aforesaid, according to the cocket made thereof at Malden aforesaid. [1*s.*]

Thomas Ashley of Charlestowne in New England servant of Thomas Rucke of the same, aged about 26 yeares, maketh

oath that he hath heard read the affidavit of the said Thomas Rucke concerning the shipping and transportation of his goods into New England, and he this Depon^{t} verely beleiveth the same to be true in all points, for that he was the said Thomas Ruck's servant before he came forth of England, and is still, and this Depon^{t} knoweth that all the vessells and packes and bundell mentioned in the said affidav^{t} were safely Delivered to his said master forth of the good ship the castle of London, at Charlestowne, aforesaid, about this time twelve-moneths since.

John Winthrop Esqr Governor of the Jurisdiction of the Massachusetts Bay in New England to ye Honoble the Lord Cheife Baron and the rest of the Barons of His Maties Court of Excheqr and to all his Mats Customers and other officers whome it may concerne greeting Knowe yee that upon the nyneteenth Day of July in the fifteenth yeare of the raigne of our Soveraigne Lord Charles by the grace of God King of England Scotland France and Ireland Defender of the ffaith &c. Thomas Rucke of Charlestowne in New England Planter came before me and tooke his corporall oath in these words scilt Thomas Rucke &c.

All wch at the speciall instance and request of the said Thomas Rucke I have thought good to certifye and in testimony thereof have caused the Common Seale of our Colony to be hereunto affixed the 22. Day of July in the yeare aforesayd.

22. 5. 1639.

Abraham Hawkins of Charlestowne in New England, servant of Thomas Rucke of the same, aged about 28 years maketh oath p^{nt} supra p Tho. Ashley [6]

[79] Wee whose names are hereunder written Arbitrators indifferently chosen by & betweene James Brocke Mariner Atturney for Henry Paramor gent and Joseph Bacheller of Salem planter for the ending and awarding of all matters in Difference betweene the said partyes Doe hereby Declare that we fynde that the said Joseph Bacheller received of the said

Henry Paramor the summe of One hundred and sixty pounds to mannage for the said Henry Paramor according to the best skill and abilities of the said Joseph wch said somme hath bin accordingly mannaged by the said Joseph as appeareth by his account upon oath made before our honoured governo^r^. Now the said James Brocke not being able to disprove (nor we the said Arbitrators neither) anything conteyned in the said account Therefore we Doe thinke it meete and Doe thus order and award betweene the said partyes vizt. That whereas the account of the principall together wth the produce thereof amounteth to the summe of two hundred and seaven pounds and fifteene shillings according to the estimation and account returned by the said Joseph in cattell money and some iron, the said Joseph shall presently surrender the same stocke into the hands of the said James Brocke for the use of the said Henry Paramor his executors administrators & assignes. And we Doe allowe unto the said Joseph for his Sallarie and factorie therein after the rate of five pounds ℔ Centñ upon the said principall from the twentieth Day of July Anno Dñi 1637 untill this present Day wch amounteth unto sixteene pounds And that the said Henry Paramor shall Discharge all rates imposed or to be imposed upon the said stocke. Witnesse our hands as well as the hands of the said partyes hereunto sett the twentith day of July Anno Dñi 1639.

Witnesses hereunto
JOHN WINTHROP Govr
et egomet

EDWARD GIBONES.
THOMAS RUCKE.
JAMES BROCKE.
JOSEPH BACHELLER.

[3*s*.]

Articles betweene James Brocke on the behalfe of Henry Parram^r^ & Js. Bacheller. 1. Joseph Bach. undertakes & Covenants that the stocke & produce thereof menc̃oned in the account is such & of such value as in the said account is specifyed. 2. It is agreed That he shall mannage & improve the said stocke [80] one yeare more vizt from this present Day 20. Julij 1639 and shall in the end render a just account

thereof & deliver up the same to the said Henry Paramor & his assignes. 3. That he the said Joseph Bacheller shall Deduct 6l out of the said money parte of the said stocke for parte of his sallary & factory in & about the said stocke untill this present Day according to the award. 5. That he shall have for his sallary and factorage about the said stocke for the yeare ensuing as he shall reasonably deserve. 4. That whereas also according to the award J. B. is to have 10li more for his sallary & he shall take the same either out of the said stocke or of Mr Sharpe as Mr Paramor shall require.

Articles of Covenant & agreement indented made the twentith day of July Anno Dñi 1639 *betweene* JAMES BROCKE *Mariner on the behalfe of* HENRY PARAMOR *gent of the one parte &* JOSEPH BACHELLER *of Salem Planter of the other parte as followeth.*

Imprimis the said Joseph Bacheller doth hereby Covenant wth the said Henry Paramor that the stocke wth the produce thereof mentioned in one account under the hand & upon oath of the said Joseph made this present Day is such & of such value as in the said account is specifyed.

Itm̄ It is agreed by & betweene the sayd partyes that the sayd Joseph shall mannage and improve the said stocke & produce from this present Day for the space of one yeare fully to be compleate to and for the benefit of the said Henry Paramor and his assignes and in the end of the said terme shall render a just account thereof and of the meane profitts thereof and the same deliver up unto the said Henry Paramor & his assignes.

Itm̄ that the said Joseph Bacheller shall Deduct six pounds out of the money parte of the said stocke for parte of his sallary and factory in and about the said stocke allowed unto him by the award betweene the said partyes made this present Day.

Itm̄ That whereas also according to the said award [81] the said Joseph Bacheller is to have tenne pounds more for his sallary and factory he shall take the same either out of any

moneys parte of the sayd stocke or of Mr Sharpe as the said Henry Paramr shall require.

Itm̄ that the said Joseph Bacheller shall have for his sallary & factory about the said stocke for this yeare ensuing as he shall reasonably deserve. In witnesse. Samuel Hutchinsō & myselfe. [2*s.* 6*d.*]

Me Josephum Bacheller De Salem in N. A. Plantatorem tener' &c. Jacobo Brocke in trecentis & quinquaginta libris &c. Dat' 20. 5. 1639. Coram Samuel Hutchinson & meipō.

Condiconed for performance of the said articles on his pte. [1*s.*]

The account of JOSEPH BACHELLER *of Salem in New England Planter, made unto* JAMES BROCKE, *Atturney for* HENRY PARAMOR *gent. the xxth day of July, Anno Dñi.* 1639.

The said Joseph Bacheller received of Mr Paramor in England about Aprill, 1637	160l
This accountant Delivered to M. Willard in money and commodities and corne about July, 1637	110l
Wherewithall certaine lands at Concord were purchased for Mr Paramor, wch were againe sold or lest and the moneys for the most parte returned to this accountant in July, 1638,	
This accountant also bought an house and land at Dorchester for Mr Paramor, and kept the same one yeare and above and then sold it for	51l

	The present stocke as it cost.	*The improvement as it is worth now.*	
One blacke cowe	22l	25l	
One browne cowe	22	25l	
One blacke cowe	20	25l	
One blacke hayfer	20	23l	
One yeareling blacke cowe calfe	13	14l	
One December steere calfe	04	05l	
One red bull calfe	03	03l	
Fower ewe goats & one ewe kidd	09	09l	10s
In the house at Dorchester	18	20l	
In Mr Sharpes hands to stay the sale of his farme,	10	10l	
The plough irons	3l 12s	3l	12s
Mr Willard reteynes for a rate	2l	2l	
Payd for keeping the calves	0. 15s	0.	0
[*Carried forward*		165l	2s]

[*Brought forward*	. . . . .	165ᵗ 2ˢ]
[82]	One red cowe calfe	10ᵗ
	One blacke steere calfe	4ᵗ
	One blacke cowe calfe	10ᵗ
	One yeares rent for the house at Dorchester, 20ˢ more being pay'd out upon the house, ...	06ᵗ
	Remayning in my hands more	12ᵗ 13ˢ
	Sum total	207ᵗ 15ˢ

JOSEPH BACHELLER.

The said accountant deposeth upon his oath that this is his true account the Day and yeare abovesayd, before

JO: WINTHROP Govʳ
of the Massachusetts
in New England.

[2*s.*]

A coppy of the exemplification of Mʳ Ruck's affidavit to send to Kennecticot, 20. 5. 1639. [1*s.* 6*d.*]

[1] This Indenture made the Twenty second Day of the ffifth moneth Anno Dñi 1639. One thousand six hundred thirty and nyne. Betweene Thomas Purchase[2] of Pagiscott gent of the one parte And John Winthrop Esqʳ Governoʳ of the Massachusetts on the behalfe of himselfe the Governoʳ and Companie of the Massachusetts aforesayd of the other parte Witnesseth that the said Thomas for Divers good Causes and Considerations him thereunto moving hath given and granted and by these presents Doth give and grant unto the said John Winthrop and his successors the Governor and Company of the Massachusetts for ever All that tracte of land at Pagiscott aforesaid upon both sydes of the river of Androscoggin being foure miles square towards the sea with all libertyes and privileges thereunto belonging so as they may plant the same wᵗʰ an English Colony when they shall see fitt And shall

[1] This conveyance, or release, is recorded in *Mass. Col. Rec.*, i. 272, 273. It will be observed that in the draught, as in the record, the name of the river is written Androscoggin. This fact sufficiently disposes of the story of the change of the name from Ameriscoggin to Androscoggin, in honor of Sir Edmund Andros, — who came first to New England in 1686. [T.]

[2] Thomas Purchase; sée p. 219, note.

have as full power for ever to exercise Jurisdiccon there as they have in the Massachusetts Provided that the interest and possession of such lands as the said Thomas now useth or shall make use of for his owne stocke and improvement w^th^in seaven yeares next ensuing the Date hereof shall be and remayne to the sayd Thomas and his heires and assignes for ever under the Jurisdiction aforesaid And as well the said Thomas himselfe and his family and his heires and assignes as all other the Inhabitants upon the said lands are for ever to be under the due protection of the said Governo^r^ and Company by order of the generall Co^rt^ as other Inhabitants of the same Jurisdiction are. This grant by approbation of the said Generall Co^rt^ to be recorded & exemplifyed under the Comon seal otherwise to be voyd In witnesse whereof the partyes abovesaid have hereunto interchangeably sett their hands & seales the Day and yeare first above written. Coram Stephō Winthrop meipō Amos Richardson. [3*s.* 0]

Exemplification or Certificate of the three affidavits for Mr Rucke under the common seale, 22. 5. 1639. [3*s.*]

Received a dish of 4 perches from Mr Rucke, 20. 5. 1639. [6*d.*]

[83] *Articles of Agreement indented made, covenanted and agreed on the first Day of the third moneth in the yeare of our Lord one thousand six hundred thirty and nyne, Betweene* WILLIAM GAYLARD *of Windsore upon the river of Kennecticot in America, planter, on the behalfe of* JOHN WARHAM *Pastor of the Church there, and* JANE *his wife, executrix of the last will and testament of* THOMAS NEWBERY *gent. Deceased,*[1] *of the one parte, And* RICHARD WRIGHT, *of Mount Wollaston, husbandman, of the other parte, as followeth:*

Imprimis, It is covenanted, condescended and agreed that the said Willm Gaylard for the said John and Jane Doth

[1] This instrument discloses a fact not previously ascertained, that Jane, the second wife of Rev. John Warham, and the mother of his children, was the widow of Thomas Newbery, of Dorchester. Mr. Warham's first wife

grant and to farme let and set unto the said Richard Wright, his executors adm̄rs and assignes all that messuage and farme or parcell of ground thereto belonging lying on the southerly syde of the River called Aponsett, wch the said Thomas Newbery purchased of William Pyncheon, together wth nyne cowes in and upon the same, To have and to possesse the said farme and Cowes wth the profitt, increase and provenue thereof unto the said Richard his executors, administrators and assignes from the Date of these presents for the terme of foure yeares from thence next ensuing fully to be compleate and ended. And if it so fall out that one or more of the said Cowes dye or decay w^th^in the said terme then the said John & Jane or their assignes are to putt another in the room thereof to make up the number of nyne for the residue of the said terme unexpired And if any the said Cowes shall calve w^th^in four Days after the end of the said terme, then the said Richard his executors administrators, or assignes shall have such calfe or calves and shall weane or take it or them from such said cowes within foure days after the calving.

Itm̄, the said Richard Wright doth covenant, promise and agree that he the said Richard his executors administrators and assignes shall upon the first Day of the third moneth every yeare During the said terme pay or cause to be payd unto the said John and Jane their executors administrators or assignes the yearly rent and summe of sixty pounds of lawfull money of England for and in lieu of the said provenues and increase of the said ffarme and cowes. And

died in the autumn, or early in December, 1634 (*Winth.*, i. app. A, 55). Mr. Newbery was early engaged in the movement for emigration to Connecticut, and had sold a portion of his Dorchester property with a view to removal, when prevented by death in December, 1635, or January, 1636. By his will, made Dec. 12, 1635, he gave his wife Jane £200, and constituted her his sole executrix; and the rest of his estate was left to his children. His inventory included "land in England," valued at £300. Mr. Warham and Mr. William Gaylord were named overseers of the will (*Geneal. Reg.*, vii. 29; *History of Dorchester*, p. 69). It is not certain whether Mr. Warham married the widow at Dorchester, or after the removal of the family to Windsor; but the former is the more probable. William Gaylord was a deacon of the Dorchester church before and after the removal to Connecticut. [T.]

that he the said Richard Wright his executors administrators and assignes shall During the said terme carefully and providently looke to and keepe the said cowes both in summering and wintering of them at his own costs and charges or theirs And shall not lett nor sett the said ffarme & Cowes or any of them to any other person or persons whatsoever, except John Wilson, Pastor of the Church at Boston, during the said terme and in the end of the said terme shall peacably and quietly deliver the said messuage, farme & cowes and every of them in good plight and condition into the hands & possession of the said John Warham and Jane his wife their or one of their executors administrators or assignes. And if the said Richard his executors admōrs or assignes shall [84] wilfully or carelessly spoyle or misuse the said Cowes or any of them so as they or any of them Dye or be lame or the like he or they shall make good the same out of his or their owne estate.

Item. It is agreed that if the said Richard his executors, administrators or assignes shall be willing to fence wth posts & rayles and pales or cause to be so fenced any part of the said lands for the improvement thereof he or they may so Doe, and take timber growing on the premises for the same end and shall or may recoupe & abate so much of the said rent as the said fenceing shall be worth reasonably. In witnesse whereof the partyes abovesaid have hereunto interchangeably sett their hands & seales the Day & yeare first within written. coram. [4*s*.]

Me Richūm Wright De Monte Wollaston in Nova Angli agricola tener' et firmiter obligare Johi Warham Pastor Ecclesiæ de Windsor sup flumen De Kennecticot in America et Jane uxor eius executrici testamenti et ultimo voluntatis Thome Newberry gen defunct in trecentis libris &c. Dat' primo. terrij 1639. coram.

The Condicōn to keepe Covenants on his p^{t} &c. prout supā [1*s*.]

Received of Mr. George Story 4 yards and halfe a quarter of tuft holland to make my wife[1] a wastcoate at 2*s.* 8*d.* ℔ yarde, ... 11*s.*

[*The next entry in short-hand:*]

22. 5. 1639. Received the same day of Mr. John B[. . .] one ream of paper at 6*s.* 6*d.* wanting one quire, ... 6*s.* 6*d.*

Materialls for inke cost me . . . . . 17*s.*
1*s.* 4*d.* Received for a quarte of inke.
4*d.* For halfe a pinte more.
6*d.* For about a pinte before to Mr. Harrison, before he went.

Thomas Purches gent makes a letter of Atturney to Daniel Adams Citizen and Roper of Bristoll to receive of [*blank*] Hayman widdow executrix of the last will & testament or administratrix of the goods & Chattells of James Hayman mariner Deceased for Divers goods & merchandizes of the value of ffifty pounds or thereabouts Delivered to the said James in or about September Anno 1635 and the provenues & profitts thereof.

And an other letter of Attorney to Captaine Edward Gibones to recover of John Treworthy[2] iunior of Pascattaquay merchant [85] twenty six pounds for a greate boate he bought of Mr. Purches in or about July 1636 and foure pounds for the hire of another boate to transporte him from Pascattaquay to Pagiscott wch he was necessitated to hire whereas by the originall bargaine he was to have had the

[1] This, with others as cursory on pp. **142**, **203**, **215**, are the only allusions to a Mrs. Lechford in this volume. She married Samuel Wilbore after Lechford's death. See *Hist. and Geneal. Reg.*, xxx. 202.

[2] The mention here and afterwards of John Treworthy may do something towards allaying the suspicions of those who have doubted his existence (see *Savage*). He had two brothers, as I suppose, Nicholas and James; the first of whom is mentioned by Lechford later. This John Treworthy is spoken of later (p. **172**) as being agent for Mr. Shapley, of Dartmouth, who was, I think, his brother James's father-in-law (*Savage*). All three were inhabitants of the towns along the Maine coast, — which would explain their virtual absence from any written records. (See, however, *Mass. Col. Rec.*, i. 254, where Mr. Treworthy is mentioned, with others, of the Maine coast).

same boate for that voyage And for Dammages for deteyning of the said money being 30li by the space of three yeares.

Be it knowne unto all men by these presents, that I Thomas Purches of Pagiscot in America, gent. Doe hereby constitute ordeyne and appoint my welbeloved in Christ Daniel Adams Citizen and Roper of Bristoll my true and lawfull Attorney for me and in my name to sue, arrest and impleade [*blank*] Hayman, widdow, executrix of the last will & testament or administratrix of the goods and chattells of James Hayman, mariner, deceased, if she be yet sole or if she be againe married then her and her husband or by whatsoever name or names shee or hee are called or any other person or persons to whose hands & possession the goods and chattells of the said James Hayman are now come for and upon an account of and for certaine goods and merchandizes of the value of ffifty pounds or thereabouts which the said James Hayman received of me on or about the last day of September, Anno Dñi. 1635, and the profitts thereof in course of merchandize ever since wch amounteth in all to the summe of nynety pounds or thereabouts and the same of and from her and them to receive and recover by Due course of Law or equity in any his Mats Courts of justice & whatsoever in my name and to my use and behoofe And further I Doe hereby give power unto my said Atturney for me and in my name to make any reasonable composition wth her and them for and touching the premises and to give acquittance and release upon payment or satisfaccon made and further to Doe any other lawfull and reasonable act or thing whatsoever for the recovery of the said money or as much as may be recovered for the said goods & merchandizes reasonably as powerfully and effectually as if I myselfe were present Ratefying and allowing all and whatsoever my said Atturney shall lawfully Doe in the prmises. In witnesse. 25. 5. 1639. Coram me and 2 al. [2*s.* 6*d.*]

Be it knowne unto all men by these prsents that I Thomas Purches of Pagiscott in America gent Doe hereby constitute ordeyne and appoint my welbeloved and trusty ffreind Cap-

taine Edward Gibones of Boston in New England my true & lawfull Atturney for me and in my name to sue arrest and impleade John Treworthy of Pascattaquay the younger merchant for the summe of twenty six pounds wch he oweth me for a greate boate & its tackling wch he had of me on or about the last Day of the fifth moneth in the yeare of our Lord 1636 and foure pounds more for the hire of an [86] other boate w^{ch} (for want of the said greate boate wch according to the originall bargaine betweene me and him I was to have had for to carry me to Pagiscott aforesaid but through his default I had it not) I was forced to hire to carry me from Pascattaquay to Pagiscott aforesayd about the same time And Dammages for Deteyning the said moneys ever since and the same of him his executors and administrators to receive and recover by any course of Lawe or equity whatsoever before any his Matyes Governors or Justices wheresoever in my name and to my use and behoofe And further I Doe hereby give unto my said Atturney pñt Devant in lauter lettre au fine. Dat' 25. 5. 1639. Coram me & Duobus aĪ [2*s.* 0*d.*]

And a letter to Mr Rice of Bristoll.

Be it knowne unto all men by these presents that I Cato otherwise Goodmanes, for five coates, five wastcoats, five shirts, five payre of stockins, five payre of shooes, five hatchetts, five houghes, five knives, five pounds of tobacco and tenne fadome of wampum pege, All wch I have received of George Munninge [1] in the behalfe of himselfe & the rest of the planters of the new plantation lying south of Concord called Nannitt Doe by this my writing give and grant, bargaine and sell unto the said George Munninge and the s^{d} planters of the

[1] George Munning, as is seen here, was one of the original proprietors of the town of Sudbury, at that time bounded on the north and northeast by Concord, and on the east by Watertown, while there were no corporate towns nor land-grants near them on the west and south. The first settlement was made on the east side of the Concord River. Munning afterwards returned to Boston, where he kept the jail for some years, and died in 1658.

Edmund Brown was the first minister in Sudbury. He was ordained in 1640, and died in 1677.

said new Plantation and their successors for ever, All that tracte of land conteyning two myles square from the now Dwelling house of Bryan Pendleton gentleman, on all sydes but on the north side to Concord lyne, be it two myles more or lesse, wth all libertyes Priviledges and appurtenances thereto belonging, together wth the River there running w^th^in all the said tracte of land hereby granted. And I Grant unto them, for me and my heires and brethren, that I and they shall and will at any time make any further assurance in writing for the more perfect assuring of the said lands and all the premises wth the appurtenances, unto the said George Munninge and the said Planters, and their successors as they shall require. In witnesse whereof, I have hereunto put my hand and seale the Twenty fifth Day of the ffifth moneth in the yeare that Christians write of Christ the Lord One thousand six hundred thirty and nyne. Coram Joh̃e: Winthrop Gub^rn^ & mei̇pō.

Edmund Browne and Anna Browne my wife lately the widdow relict of John Louerū of Watertowne in N. E. yeom: let 2 letters of atturney be made for the sayd Ed: to Sr Thom. Bowes, Broōly Mag. in Essex: to Mr Anthony Witting, Bentley in Essex, Clearke, to Jonathan Goffe of East Berghold, Suff: Clothier, and [*blank*] Cole of Dedham, Essex, Clothier: to demand and sue out a division of dowre of the lands, whether free or coppy, of the said John deceased living in Ardly in Essex now in the possession of William Louerum of Aldā in Suff: or George Louerū or in any other mans: bretheren of my predecessor: and also to compound for the same according to Equity.[1]

[1] This memorandum is not in Lechford's handwriting, and may perhaps have been entered by Mr. Brown himself. The letter of attorney drawn by Lechford in accordance with the memorandum is entered at length on the two following pages of the manuscript.

The nuncupative will of John Loveran, or Loverun, is printed from the Suffolk County Records in *Hist. and Gen. Reg.*, xxx. 79. He gave all his property to his wife, with £100 to "his brother that had children," and £20 to the church, after her life. His widow married the Rev. Edmund Browne, of Sudbury, June 19, 1639, as Governor Winthrop's attest shows. Mr. Savage, on the authority of Barry and Bond, has given the date of her second marriage as 1644.

[87] The Recognition of two ffines of lands in Suffolke by John Newgate and Anne his wife, indorsed & the Captions filled by me, before the Governor & Deputy, 25. 5. 1639,— and for my attendance therein. [5*s.* given.]

To all Christian people to whom these presents shall come, we Edmund Brown of Watertown in New England and Anne Brown wife of the said Edmund send greeting in our Lord God everlasting Knowe yee that we for diverse good causes and Considerations us thereunto moving Doe hereby constitute ordeyne and appoint our welbeloved and honoured ffreind Sr Thomas Bowes of Bromley magna in the County of Essex Knight And our welbeloved ffreinds Anthony Whiting of Bently in the said County Clerke Jonathan Goffe of East Bergholt in the County of Suffolke Clothier and [*blank*] Cole of Dedham in the said County of Essex Clothier our true and lawfull Atturneys ioyntly or severally for us and in our names to clayme Demand and sue for the reasonable Dower wch belongeth to the said Anne who was the wife of John Loverun late of Watertowne in New England yeoman Deceased of the ffree hold wch was the said John Loveruns sometime her husband in Ardley in the County of Essex aforesd or elswhere whereof shee hath nothing yet assigned unto her and wch is Deteyned from her by William Loverun of Aldham in the County of Suffolke aforesaid or George Loverun yeomen brethren of the said John Loverun or by some other person or persons the present tenant or tenants of the said ffreehold and for that end and purpose to sue forth one or more writ or writts of Dower for us and in our names against the said William Loverun or George Loverun or against any other person or persons who is or are or shall be the tenant or tenants of the said ffreehold for the time being and the same writt or writts to prosecute wth effect to judgment and execution before his Maties Justices of the

Thomas Loveran, son of William, of Aldham, Suffolk (named in the letter of attorney as a brother of John), settled in Watertown about 1663, and in 1670 purchased the homestead and other lands there from Mr. Browne and wife (Bond's *Watertown*, p. 353). [T.]

Bench at Westminster And also for us and in our names to goe unto the Court or Courts Baron of the cheife Lord or Lords of the said Towne or Mannor of Ardley or of any other Mannor or mannors whatsoever and there to require clayme and Demand to be and to be admitted Tenants or Tenant of all or parte of such Coppihold lands as late were the said John Loveruns sometimes husband of the said Anne in such right and estate as belongeth to the said Anne according to the custome or customes of the said Mannor or Mannors And moreover we Doe hereby give and conferre unto and upon our said Atturneys full power and lawfull Authority ioyntly or severally for us and in our names by advice of Nathaniel Bacon Esqr Counsellor at Law or some other learned in the Lawe to article covenant condicon agree and compound with the said William Loverun and George Loverun or either of them or wth any other person or persons for and about the release sale grant surrender or purchase of the said Dower & titlo of Dower and Coppihold lands unto them or any of them or their or any of their use and behoofe for [88] and in such consideracon or Considerations or such summe or summes of money as they our said Atturneys or any of them shall thinke to be reasonable and the same summe and summes of money for us and in our names & to our use to receive and to returne unto us according to other letters of advice by wch articleing covenanting condiconing agreeing and compounding our said Atturneys or any of them may bynde us to make any further reasonable assurance by Recovery ffine Deed surrender or otherwise as Councell learned in the law shall advise so that we be not compelled for the Doing thereof to travell forth of the Jurisdiction of the Massachusetts Bay in New England Ratefying gratefully accepting and confirming all and whatsoever our said Atturneys or any of them shall lawfully Doe in the premises In witnesse whereof we have hereunto sett our hands & seales the twenty fifth day of July in the ffifteenth yeare of the raigne of our Soveraigne Lord Charles now King of England &c. Annoq^r^ Dñi 1639. Signed sealed & delived in the presence of John Winthrop Governor of

the Massachusetts in New England & mei. Tho. Lechford scriptoris hujus.

And in testimony thereof and that the said Edmund and Anne are man and wife together and were married upon the xixth day of June last past at wch marriage I the said John Winthrop was present I have caused the Common seale of our Colony to be hereunto affixed the day of the date of these presents. [8*s*.]

William Cole[1] of New England gent and Elizabeth his wife executrix of Francis Doughty the Elder of Bristoll merchant Deceased makes a letter of Attorney unto John Cole his brother to receive of M^{r}. Fabian Hill of Bristoll lynnendrap̄ their former Attorney 60*li* upon a bond made by John Barker of the City of Bristoll merchant unto the said Francis Doughty Condicōned to save him harmelesse of one other bond wherein at request of the said John Barker the said Francis became bound to Robert Doughty his brother who left Margaret his wife his executrix & she sued the said Francis to judgment & the said Elizabeth payd 42*li* and 10*s*. above 2 yeares since and hath been at other charges of Mary Barker widdowe executrix of the said John Barker. Dated 18. 8. 2. Cor: 1626.

Be it knowne unto all men by these presents that we William Cole late of Sutton in the parish of Chew-magna in the County of Somerset yeoman & Elizabeth Cole his wife one of the Daughters & Executrix of the last will & testament of Francis Doughty of the City of Bristoll Merchant Deceased doe hereby constitute ordeyne & appoint our welbeloved brother John Cole our true and lawfull Attorney for us and in our names to sue Arrest and impleade Mary Barker widdow Executrix of the last will & testament of John Barker late of Bristoll aforesaid Merchant Deceased upon one bond entred into by the said John Barker for himselfe his heires executors & administrators unto the said Francis

[1] For William Cole and his wife Elizabeth, a troublesome woman in her ways, see later in the *Note-book*, p. 110.

Doughty conditioned to save him & his executors' harmelesse of one other bond entred into by the said Francis at the request and for the Debt of the said John Barker unto Robert Doughty brother of the said Francis Condiconed for the payment of fforty pounds unto the said Robert at a Day long since past (wch fforty pounds with Divers other moneys & costs and charges the said Elizabeth was [89] above two yeares sithence forced to pay to the said Robert Doughty and hath thereby bin put to other costs & charges in the law and Damnifyed to the value of the whole penalty of bond aforesaid conditioned to save harmelesse) and the penalty thereof for us in our names & to our use to receive & recover by suit of law of & from the said Mary her executors & administrators And Wee give unto our said Attorney full power & lawfull authority for us and in our names to compound & agree wth the said Mary Barker her executors or administrators for and concerning the said Debt and the same of her or them to receive in our names & to our use and upon payment and satisfaction to make unto her or them sufficient acquittance or release And further to Doe and make any other lawfull act or thing whatsoever for and about the recovery of the said Debt as powerfully and effectually as if we our selves were p^r^sent And furthermore whereas we heretofore did make seale & deliver one other letter of Atturney as our act & Deed unto Fabian Hill Citizen & linnen Draper of Bristoll him authorizing to sue for & receive of the said Mary her executors & administrators the said Debt Now in case the said Fabian Hill hath allready received or recovered the same then we Doe hereby authorize the said John Cole our brother & now Atturney to receive the said Debt of the said Fabian Hill for us in our names & to our use But if he hath not received nor recovered the same then we authorize him our said brother John Cole to receive & take the said bond and all other writings concerning the same forth of his hands and then to proceede as aforesaid against the said Mary Barker her executors and administrators Ratefying gratefully accepting & allowing all and whatsoever our said brother John Cole our now Attorney shall lawfully Doe in the p^r^mises. In wittnesse whereof we

have hereunto sett our hands & seales the twenty nineth day of July in the ffifteenth yeare of the raigne of our Soveraigne Lord Charles now King of England &c. Annoq^{r} Dñi 1639. Coram Johe Winthrop Gub. Ric. Bellingham & meipō. [2*s.* 6*d.*]

Thomas Foster of Boston in New England, Canonier, makes a letter of Attorney to Richard Foster of Ipswich, his brother, shipmaster, Anthony Boycat of Ipswich, cheesemonger, and James Brocke of Ratcliffe in the county of Midd., mariner, to receive of the Executor of his ffather Thomas Foster, minister, Deceased, all such legacyes given him by his will or by Deed.

Be it knowne unto all men by these presents that I Thomas Foster of the Castle in Castle Island in New England Canonier, sonne of etc. Dat' 29 Julii, 1639. Coram Petro Olliver & meipō. [1*s.*]

John Cole of Farrington in the County of Somerset, yeoman, aged about twenty seaven yeares, maketh oath that he knoweth that his brother William Cole and Elizabeth his wife did on or about the 20th day of Aprill Anno 1637, pay unto Robert Nelson gent. the summe of sixteene pounds for the Debt of Francis Doughty, merchant, Deceased, father of the said Elizabeth, and this Deponent was present when the said Robert Nelson sealed [90] and delivered as his act and Deed one generall release thereupon unto the said William and Elizabeth to wch release now shewed to this Deponent he set his name as a witnesse. And also that this Deponent knoweth that at the same time the said Willm and Elizabeth payd for the tythes of the farme called Hamsteed Farme, unto Marmaduke Chapman, Clarke, the summe of tenne pounds for wch the said Marmaduke gave his generall release now shewed to this Dept to the said Willm̄ & Elizabeth in this Deponents presence & he saw it sealed & Delivered although his name be not thereto inscribed as a witnesse. And also this Depoñt knoweth that Francis Doughty brother of the

said Elizabeth overheld the said William & Elizabeth out of possession of the said ffarme called Hamsteed farme ever since their marriage, how rightfully this Depont knoweth not. [1*s.*]

Thomas Marshfeild had of John Iles[1] of Dorchester in N. E. 28^{li} to be payd to Adam Hurden of Barnstaple in Devon, in or about the moneth of January last past, wch was the Debt of Iles. Now the said Thomas M. and Henry Woolcott and William Gaylard are to be bound to secure John Iles of all Damages thereabout.

Nos Thomā Marshfeild de Windsor sup flumen De Kennecticot in America, plantatorē, Henricum Woolcott De eadem, et Willm Gaylard De eadem plantatores, tener' etc. Joh^{i} Iles in 50^{li} Dat' 29. 5. 1639. Coram —

The Condicon of this obligation is such that whereas the abovebounden Thomas Marshfield heretofore received of the abovenamed John Iles the summe of twenty & eight pounds in New England the which or the like summe the said Thomas undertooke to pay unto one Adam Hurden of Barnstaple in the County of Devon unto whome the said John Iles Did owe the same If therefore the said Thomas Henry and William their heires executors or administrators or any of them shall from time to time and at all times hereafter upon reasonable notice save & keepe harmelesse the said John Iles his heires executors & adm̄rs of & from all suits troubles Dammages costs & charges that shall arise and come upon him or them for or by reason of the said Debt of twenty & eight pounds heretofore Due unto the said Adam Hurden Then this obligation to be voyd & of none effect or els to remaine & be in full power strength & vertue. [1*s.* 6*d.*]

[1] I suppose that John Iles here mentioned was the man whom tradition presented to Mr. Savage under the name of John Hills. This latter was said to be a blacksmith of Dorchester. Thomas Marshfield and Henry Wolcott, of Windsor, are spoken of in the *Note-book* several times (pp. **174, 180**). William Gaylord had been of Dorchester, whence he moved to Windsor in 1638. Wolcott, also from Dorchester, was one of the earliest settlers at Windsor, to which place he journeyed in 1635. Thomas Marshfield is supposed to have come from Dorchester also; but this cannot be made certain without confounding him with Thomas Marshall.

Me Thoma Marshfield De Windsor sup flumen De Kennect icot in America plantatorem tener' &c. Henrico Woolcott & Willō Gaylard in Centum libris &c. Dat' 29. 5. 1639 coram.

The Condicon to save harmelesse them of the said bond to John Iles. [1*s.* 6*d.*]

[91] Me Franciscū Doughty De Dorcestria in N. A. plantator' tener' &c. Henrico Webb in quingentis libris &c. Dat 29. 5. 1639. Coram Johe Winthrop gub. & meipō.

The Condicon to save harmelesse the said Henry of one recognizance of 500l to the King, entred into at the request of the said Fr: by the said H. condičoned for the personall appearance of the said Fr: at the next quarter Court heere to answer Willm. Cole & Elizabeth his wife in such actions & Demands as they shall bring against him & in particulare one accon upon the case. [1*s.*]

Me Richardū Parker de Boston in N. A. m[ercatorem], tener' &c. Samueli Hutchinson, m. et Tho: Savage in 1800l Dat' 8. 5. 1639. coram.

Condičoned for the payment of 939l 18*s.* 4*d.*, 9. 11. prx° at the late dwelling house of W. H. in Boston aforesaid. [1*s.*]

Joseph Hills[1] of Charlestowne in New England, Woollendraper, aged about 36 yeares, sworne, saith upon his oath that he came to New England undertaker in the ship called the Susan & Ellen of London, whereof was Master Mr Edward Payne, in the yeare of our Lord One thousand six hundred thirty and eight, the 14th yeare of the raigne of our Sou'aigne Lord the King that now is, and this dept knowes that Divers goods & chattells victualls & commodities of Joseph Loomis, late of Brayntree in the County of Essex,

[1] Joseph Hills was afterwards selectman of Charlestown and captain of militia in the town, and also representative in the General Court and Speaker of the House. Joseph Loomis, Savage says, was of "Windsor, was not first at Dorchester, perhaps, and the family tradition that he came in the 'Mary and John' is wrong." He thinks that Loomis came in 1638; it does not say here when he came.

woollendraper, wch were put up in three butts, two hogsheds, One halfhogshed, one barrell, one tubb & three firkins, transported from Malden in the County of Essex to London in an Ipsw^ch^ Hye, were shipped in the said ship upon the eleventh Day of Aprill in the yeare abovesayd, and this Deponent cleared the said goods wth Divers other goods of the said Joseph Loomis and other mens, in the Custome house at London, as may appeare by the Customer's bookes, and this Dep^t^ saith that the said goods were transported into New England in the said ship, where he arrived on the seaventeenth Day of July in the yeare aforesayd. [1*s.*]

An exemplification and certificate of the same, Dated 30. 5. 1639. [1*s.* 6*d.*]

Be it knowne unto all men by these presents that I Thomas Rucke of Charlestowne in New England planter Doe hereby constitute ordeyne and appoint my welbeloved and trusty ffreinds Thomas Rucke of London haberdasher and Thomas Plum of Malden in the County of Essex gent my true & lawfull Atturneys joyntly or severally for me and in my name to Demand receive and recover unto my use by suit of law or equity the severall summes of money & Debts or whatsoever the said Debts be if any of them be misrecited in the Schedule hereunto annexed meant & menc̃oned of & from the severall Debtors owing the same unto me whose names are meant & mentioned also in the said Schedule and to that end & purpose for me and in my name to sue arrest & impleade the said debtors and every or any of them by what name or names soever they be called upon or for their said severall Debts and the same to recover by due procisse in any his Mats C̃orts of Justice whatsoever and further for me & in my name to compound & agree wth all or any of the said Debtors for their severall Debts aforesaid and the same of them & every of them to receive to my use and after such payment and satisfaction in my name to give them or any of them sufficient acquittance and acquittances release & releases and to doe or make any other lawfull & reasonable act or thing whatsoever for & about the receipt & recovery of the said

Debts as powerfully & effectually as if I myselfe were present Ratefying &c. Dat' 30. 5. 1639. [2*s.* 6*d.*]

[92] John Grey,[1] & Elizabeth his wife, sell to Valentine Hill, one house & homelott cont: an acre, and five acres more therto belonging, lying in Lynne, heretofore in the possession of one Edmunds, — for 12[li] in hand and the rest to be payd when it is sold, 40*s.* to Joseph Armitage, and the rest John Grey.

This Indenture &c. Betweene John Grey of Boston in new England planter and Elizabeth his wife of the one parte And Valentine Hill of Boston aforesaid merchant of the other parte Witnesseth that the said John and Elizabeth for twelve pounds to them in hand payd by the said Valentine have granted bargained & sold and by these p[r]nts do grant bargayn & sell unto the said Valentine all that their house & home lott conteyning one acre and five acres of land more thereto belonging in Lynne heretofore in the possession of one Edmunds w[th] the appurtenances To have and to hold the said house & lands & all & singulare the premises wth the appurtenances whatsoever unto the said Valentine his heires and assignes for ever And the said John & Elizabeth Doe hereby Covenant promise & grant to & wth the said Valentine his heires & assignes that he & they shall or may quietly enjoy the premises freed of all debts & incumbrances of the said John & Elizabeth for anything Done or to be Done by them the said John & Elizabeth or either of them And the said Valentine Doth hereby Covenant promise & grant to & wth the said John & Elizabeth that he the said Valentine shall & will endevour to sell the said premises for as much money as

[1] One John Gray and his wife Elizabeth are noted in Savage, with no date.

Valentine Hill here appears in his most familiar vocation, as a dealer in real estate. He was one of the most enterprising of the Boston merchants. He came in 1636, was made freeman and also deacon of the church in 1640, and was for a long time one of the selectmen of Boston. Later he became interested in lands at Dover, and I suppose lived there some time. He was at this period often representative for the town. There is mention of him several times in the *Note-book*.

Joseph Armitage, of Lynn, was an innkeeper (see p. 202).

reasonably he can and if he shall sell the same for more then twelve pounds then he shall and will pay out of such moneys above twelve pounds to be raysed thereof fforty shillings to Joseph Armitage and shall & will pay the rest whatsoever it shall be to the said John Grey. In witnesse &c. 1. 6. 1639. p Eliz: Coram.

Robert Meriam of Concord in New England planter, aged about 26 yeares, sworne, Deposeth upon his oath that in the moneth of Aprill in the foureteenth yeare of the Kings Maties raigne that now is he delivered unto William Hatch [1] one of the undertakers in the ship called the Castle of London, for her voyage to New England that yeare, in the Master's Roundhouse aboard the said ship while she was in the River of Thames, the summe of thirty & five pounds of lawfull money of England, in the behalfe of Joseph Meriam brother of this Deponent, and the said William Hatch sayd to this Deponent at the tyme when he received the said money, I shall not need to give you an acquittance for this money, I will sett it Downe in writing heere for remembrance, or wordes to that effect, and this Depon^t then saw him write upon some paper, but what he writ this Depon^t knoweth not. Jur' 1. (6.) 1639. Coram Johe Winthrop Gub^r. [1*s.*]

A Rate for Boston made 29. 5. 1639, written for Mr Cogan. [1*s.* 6*d.*]

[93] Edmund Hubbard of Hingham in New England Planter and Sarah his wife sometime wife of John Lyford Clerke Deceased Obadiah Lyford Clerke deceased and Mordecai Lyford his brother and heire ffree land in the County of Tyrone. And the lease of Leballeglishe. [1*s.* 6*d.*]

Joseph Meriam against William Hatch for 5^l above the said thirty pounds on the affidavit & 5^l 14*s.* more under his hand. [2*s.* 0.]

[1] There is much in the *Note-book* on this case (see p. 105).

Gabriel Fish[1] of Exeter in New England, ffisherman, makes a letter of Attorney to Edward Rishworth of the same husbandman, to receive of James Carrington of Thorsthorp in the County of Lincolne, gent the summe of tenne pounds wch he was to receive of John Hutchinson of Alford in the s^d^ County, woollen draper, the remainder of 18^l^ Due upon one bond left wth the said Mr Carrington, Dat' 3 Aug. 1639. Coram Sam: H[utchinson] E. Hutchinson & meipō. [1*s.*]

John Winthrop Esqr Governor of the Jurisdiction of the Massachusetts Bay in New England &c. to all or any his Majesties Judges & Justices and all other officers & others whomesoever it may concerne, greeting: Knowe yee that upon the first Day of August in the ffifteenth yeare of the raigne of our Soveraigne Lord Charles by the grace of God King of England, Scotland, France and Ireland Defender of the ffaith &c. Mordecai Lyford, an infant under the age of twenty and one yeares, that is to say, of the age of foureteene yeares or thereabouts as described came before me and Did elect and choose his ffather-in-law Edmund Hubbard[2] of Hingham in New England planter, then also

[1] Gabriel Fish was an early inhabitant of Boston, and soon moved back from Exeter, where he had gone in 1638. Edward Rishworth, Exeter, 1639, married a daughter of the Rev. John Wheelwright, founder of Exeter. He was a son of the Rev. Thomas Rishworth, and a nephew of Samuel Hutchinson, being a son of his sister.

[2] Of these people Savage has the following under John Lyford, of Plymouth, who bred disturbance there, and was compelled to move away. "About 1627 he moved with some adherents to Virginia, and there died soon, it is thought. A reasonable conjecture is that he had wife, Ann, and children, Ruth and Mordecai, left at Nantasket, and that his widow, Ann, who died 1639, had married Edmund Hobart, of Hingham. . . . Mordecai, Hingham, 1642." And under Edmund Hobart he says: "I see reason to infer that a widow Lyford, whom he married later in life, was relict of that Rev. John Lyford who was at Plymouth." This, under the light of this entry and those immediately following, is seen to be substantially correct. Sarah (not Anne, as Savage thinks) had been the wife of Rev. John Lyford, first of Lebeleglish, near Loughgaid (Loughgall? see page 154), in the County of Armagh, Ireland, and subsequently of Plymouth and elsewhere. Mordecai Lyford was their son, born about 1625. For Ruth Lyford, see *Suff. Deeds*, i. 27. After the death of John, Sarah married, Oct. 10, 1634, in Charlestown, Edmund Hobart, of Hingham. For John Lyford, see Bradford's *History of Plymouth*.

present before me, to be his Guardian, for him and in his name to bring & followe or cause to be brought & followed all & all manner of actions reall & personall, and all Demands whatsoever to make, that he the said infant hath or may have against any person or persons whatsoever for any Lands & tenements, goods & chattells or any other matter or thing of right belonging to him in any his Maties Courts of Justice in Ireland or elswhere, and there to clayme enter upon & take or cause to be claymed entered upon or taken into his hands, to and for the use of the said infant certaine Lands & tenements lying in the County of Tyrone lawfully Descended to the said infant. All which at the speciall instance & request of the said Edmund Hubbard and Sarah his wife, I have thought good to certify and in testimony thereof have caused the Common Seale of our Colony to be hereunto affixed the sixth day of August in the fifteenth year afores^d^

[94] And at the same time Sarah the wife of the said Edmund Hubbard was present before me and tooke her corporall oath in these words following ssc. Sarah Hubbard wife of Edmund Hubbard of Hingham in New England planter, aged about fifty 3 yeares, sometimes the wife of John Lyford, Clerke, Deceased, and mother of Obadiah Lyford, Clerke, deceased, and of Mordecai Lyford, sworne, saith upon her oath that the said Mordecai who hath this Day chosen the said Edmund Hubbard to be his guardian, is brother and next heire of the said Obadiah. And also I have seene a sufficient Register of the marriage of the said Edmund and Sarah, testifying that they were lawfully married at Charlestowne in New England upon the tenth Day of October in the tenth yeare of his said Majesties raigne. All w^ch^ &c. [3*s*.]

Direct yor letters to Mr John Bradley merchant in Cateaton streete in London or to Mr Richard Andrewes at the signe of the Meremayd near the Crosse in Cheapside, — to be sent to Mr Bladen.

To all Christian people to whom these presents shall come wee Edmund Hubbard of Hingham in New England planter,

guardian of Mordecai Lyford brother & heir of Obediah Lyford Clerke, Deceased and Sarah wife of the said Edmund, send greeting in our Lord God everlasting, Know Yee that we have constituted, ordeyned & in our place put our welbeloved & trusty freinds William Bladen alderman of the city of Dublin and John Fisher citizen of the same city, our true & lawfull Attorneys joyntly and severally for us and in our names or in the name of either of us as the case shall require, to Demand & receive all and all manner of Debts rights & summes of money Due unto us or either of us or unto the said Mordecai Lyford, of and from any person or persons whatsoever that ought to render & pay the same and to that end & purpose in our name or names or the name of the said Mordecai to sue arrest & implead or cause to be sued arrested & impleaded all and every such person or persons in any his Mats Courts of Justice whatsoever for the said sums of money rights & Debts & them to recover to our use or to the use of the s^{d} Mordecai and further reasonably to compound & agree wth all or any the said persons for the said Debts rights & summes of money and upon receipt thereof to give to all and every the said persons & person sufficient acquittance or [95] acquittances release or releases for us & the s^{d} Mordecai & in our names & his. And also to make & doe all and every other lawfull & reasonable act or acts thing or things for & touching the recovery of the said Debts rights & summes of money as effectually & powerfully as if we ourselves and the said Mordecai were present. And lastly we Do hereby Authorise & appoint our said Attorneys joyntly & severally for us & in our names or the names of either of us and of the said Mordecai, as the case shall require to sue for, lett and sett for reasonable rents all the Lands in the County of Tyrone or elsewhere lawfully Descended unto the said Mordecai, and to sue for, grant, bargaine & sell assyne and set over all our right title & interest in the Lease at Leballeglish in the County of Ardmagh, for reasonable considerations and rents and it shall be lawfull for them our said Atturneys or either of them to bind us to make any further assurance by Recovery fyne Deed or otherwise as Counsell learned in

the Law shall advise so as for Doing thereof we shall not be compelled to travell forth of the Jurisdc̃con of the Massachusetts bay in New England. Ratefying &c. Coram p^{ut} et meipō. Dat' 6. 6. 1639. [3*s*.]

Me Rob^{tum} Waggett de Wapping in Com. Midd. nautā tener' &c. Edv^{o} Payne[1] nauta in 100^{l} Dat' 5. 6. 1639. Coram Sam: H. Ed: H. Nath. Micklethwaite & meipo. Condic̃oned to serve five years according to Indentures. [2*s*. 6*d*. given.]

Three letters one to Mr Bladen and Mr Fisher and one to Mr John Bullingbrooke and the other to Mr William Peirson. [4*s*.]

Be it knowne unto all men by these p^{r}sents that I John Cogan of Boston in New England merchant Doe hereby constitute ordeyne & appoint and in my place putt my welbeloued ffreind Isaacke Northcot of Hunniton in the County of Devon mercer my true & lawfull Attorney and Procurator for me & in my name to Demand & receive of & from the Executor Executrix or Executors of the last will & Testament of my mother Elianor Cogan late of Tiverton in the said County of Devon[2] widd Deceased who or whomsoēv he she or they are or shall be all & every such legacy or legecyes gift or gifts or bequest or bequests by her the said Elianor my mother in and by her said last will & testament given & bequeathed unto me and to that end & purpose to sue arrest & impleade or cause to be sued arrested & impleaded the said Executor Executrix or Executors for the said legacie or legacyes gift or gifts bequest or bequests and the same of him her or them to recover in any Court or Courts whatsoever as the case shall require But if the said Elianor my mother did not give me any or not any considerable legacy or legacyes gift or gifts bequest or bequests by her said last will and Testament or Dyed intestate then to demand & receive of her Executors or

[1] Edward Payne, master of the "Susan and Ellen," of London, as above, p. 91.

[2] It is not known from what part of England John Cogan emigrated. He may have come from Tiverton, in the County of Devon.

Administrators of her goods rights & credits who or whomsoever he she or they shall be all such childs parte & portion of her personall estate as of right belongeth unto me and to that end & purpose to sue arrest & impleade or cause to be sued arrested & impleaded the said Executors or Administrators for the said Childs parte & portion and the same [96] of them to recover in any Court or Courts whatsoever And for me & in my name upon receipt of the said legacy or legacyes gift or gifts bequest or bequests or childs parte & portion to make & give sufficient & lawfull acquittance or release acquittances or releases unto the said Executors or Administrators And further for me & in my name to Doe & make or cause to be done & made all & every other reasonable act & acts thing & things whatsoever for & touching the Demand receipt & recovery of the said legacy or legacyes gift or gifts bequest or bequests or childs parte & portion as powerfully & effectually as if I my selfe were present Ratefying gratefully accepting & allowing all & whatsoever my said Atturney & Procurator shall lawfully Doe in the premises In witnesse whereof I have hereunto set my hand & seale the seaventh Day of August In the ffifteenth yeare of the raigne of our Soveraigne Lord Charles now King of England &c. Annoq^{r} Dñi 1639. Coram meipō & Johe Cogan iun^{r}. [2. 6.]

Be it knowne unto all men by these presents that I John Cogan of Boston in New England merchant Doe hereby constitute ordeyne & appoint and in my place put my welbeloved ffreind John Stoning Citizen & haberdasher of London my true & lawfull Attorney for me & in my name to sue arrest & impleade or cause to be sued arrested & impleaded John Harrison[1] late of Boston aforesaid gent for the summe of twenty six pounds foure shillings & five pence wch he oweth

[1] There are also in the *Note-book* (pp. 121, 126) entries relating to a letter of attorney from John Stratton of Salem to Richard Hutchinson of London to collect money of John Harrison. This man is not to be found in Savage, unless he be the ropemaker of Boston, which I greatly doubt. I think he must be the gambler who was admonished and fined 10*s.* in a court held in June, 1639. On this matter see pp. 97, 99.

unto me & promised to pay me at Dayes & times past and the same of and from him to recover or receive by any course of lawe or equity in any his Mats Corts of Justice whatsoever or otherwise And upon receipt of the said money wth all charges costs & Dammages concerning the same for me & in my name to give & make or cause to be made & given unto him a sufficient release & Discharge And all & every other lawfull & reasonable act or acts thing or things touching the recovery or receipt of the said money for me & in my name to make & doe or cause to be made & Done as powerfully & effectually as if I my selfe were present. Ratefying &c. Coram meipō & Johe Cogan iunr [1. 6.]

Joseph Faber of London, Cooper, sells to Christopher Stanley[1] of Boston in N. E. Tayler, one house and garden

[1] Christopher Stanley, of Boston, came in 1635, and died eleven years after. Savage thinks he was called "tayler" because a member of the Company of Merchant Taylors of London. The only argument for this known to me is that he is often called Mr. Stanley, or Mr. Christopher Stanley. Besides the property here spoken of he purchased of the town, a few years before his death, several acres of the marsh in the Mill-field opposite Charlestown, where he built a wharf.

Joseph Faber, now called of London, though he may at the time have been in Boston, had for some years been of Boston, where he came in 1637, but stayed only a year or so. He is mentioned in Winthrop, however, as being in Boston in September, 1640, which must have been a full year after the present entry.

John Everet, *alias* Webb, of course as above, p. **60**.

These two houses are not very easy to identify. Anne Ormsbee was admitted to the church at Boston in 1634, and recommended to the church at Dedham in 1639. She had a grant of land at Muddy River in 1637 (*Boston Town Records*, p. 24), and in the *Book of Possessions* there is a note in the "Possessions of William Aspinwall at Hogg Island one Acre of Upland and three quarters of Marsh bought of Mrs. Ormsbee" (p. 30). No land is found belonging to her in Boston. Robert Rice owned land, and had a house on Fort Street (now Milk); and taking this as a northern boundary would make the lot here mentioned part of Robert Keayne's garden, in regard to the boundaries of which there is some doubt. So it seems as though the question must remain in doubt.

The other house is entered in the name of Christopher Stanley in the notes on the *Book of Possessions*, p. 96. The note reads: "William Balston sold the lot August, 1638, when it consisted of house, yard, garden, and close," backside of Mr. Coddington, "to Thomas Cornell, or Cornwell, who sold to Edward Tyng, 1643, and he to Christopher Stanley." This statement does not agree with the present entry; and I must think that the deed from which it is drawn (*Book*

lying in Boston aforesaid, betweene the house of Robt Rice on the north p^{t} and the house late Mrs Ormisbyes on the south parte, halfe an acre and 8 rodds more or lesse wth the appurtenances, for 16^{l} 10*s*. A bond to pay the 16^{l} 10*s*. at the house afores^{d}

John Everet of Boston in N. E. planter, and Mary, his wife, sells to the sayd Christoper [Stanley] one house & garden thereto belonging, lying in Boston betweene the houses of Richard Bellingham Esqr on the east parte & the house of Thomas Buttolph on the west, for 50^{l} in hand.

And the first house to be made over to the said John Everet.

Nathaniel Enfling[1] of Boston, in New England, servant of John Cogan of the same, merchant, aged about 18 yeares, sworne saith upon his oath, that John Harrison late of Boston aforesaid, gent. being heretofore indebted unto this deponent's said master, did upon the eleventh Day of January last past make over and sell unto him one mare in Discharge of foureteene pounds of the said debt [97] and promised to pay the residue thereof, being twenty two pounds, unto his said master at or before the first day of May last past, for the wch payment the said John Harrison set his hand unto a note or writing now shewed to this Deponent, whereto this deponent also set his name as at witnesse. [1*s*.]

To the right Honorable his $\overline{\text{Mats}}$ Judges & Justices & others whome it may concerne the Certificate of Increase Nowell Esqr one of the Assistants & Secretary for the Jurisdiccon of the Massachusetts Bay in New England Knowe yee

of Possessions, pp. 16, 17) referred to some other lot of land. This lot in question was on Washington Street, near Cornhill, directly opposite the house of Major Edward Gibbons and the shops of Thomas Savage and John Newgate.

[1] That Nathaniel Enfling is unmentioned in any other authority known to me goes towards showing either that he was in Boston for a short time only, or that he lived the most retired life imaginable. One would at least suppose that a servant to John Cogan could be found on the church register.

that upon the eighth Day of August in the ffifteenth yeare of the raigne of our Soveraigne Lord Charles now King of England &c. Nathaniel Enfling came before me & tooke his corporall oath in these words following ssc. &c. wch at the speciall instance & request of the above named John Cogan I have thought good to Certify In testimony whereof I have hereunto set my hand & seale the said eighth Day of August in the fifteenth yeare aforesaid. [2. 6.]

Be it knowne unto all men by these presents that I John Cogan of Boston in New England merchant Doe hereby constitute ordeyne and appoint & in my place put my welbeloved ffreind Nicholas Carwithye Citizen & Grocer of Exeter my true & lawfull Atturney and Procurator for me & in my name to Demand & receive of the Executors of the last will & testament of Ignatius Jordan Alderman of Exeter aforesaid or of the Administrators of his goods rights & credits who or whomsoever they are or shall be the summe of sixty six pounds thirteene shillings & foure pence payable unto me my lawfull Atturney or assignes by bill or bond under the hand & seale of the said Ignatius wthin a certaine tyme after his Death as by the said bill or bond remayning in the hands & custody of my said Atturney it Doth & may appeare And for that end & purpose to sue arrest & impleade or cause to be sued arrested & impleaded the sayd Executors or administrators for the said money & the same of them to recover in any Court or Courts whatsoever And also to demand & receive all & every such legacy & legacyes gift & gifts bequest & bequests by the said Ignatius in and by his last will & testament given or that shall be given unto me my wife or children and to that end & purpose to sue arrest & impleade or cause to be sued arrested & impleaded the said Executors for the said legacy & legacyes gift & gifts bequest & bequests and the same of them to recover in any Court or Courts whatsoever for me & my wife and children or any of us and in my name & theirs or any of our names And upon receipt of the said money legacy and legacyes gift & gifts bequest & bequests to make & give unto the said Executors or Administra-

tors sufficient acquittance and release acquittances & releases [98] for me my wife & children or any of us and in my name & theirs or the name of any of us as the case shall require and further to make & doe all & every other lawfull & reasonable act & acts thing & things for & touching the receipt & recovery of the said money legacy & legacyes gift & gifts bequest & bequests as powerfully & effectually as if I myselfe & my wife & children or any of us were present Ratefying &c. Coram meipō & Johe Cogan iunr [2. 6.]

To all Christian people to whome these presents shall come I Joseph Faber of London Couper send greeting in our Lord God everlasting Knowe yee that I for sixteene pounds and tenne shillings to me in hand payd by Christopher Stanley of Boston in New England Tayler Doe hereby grant bargaine & sell unto the said Christopher all that my house & garden conteyning halfe an acre and three rods be it more or lesse lying & being in Boston aforesaid betweene the house & lands of Robert Rice Northward & the house & lands late Mrs Ormesbyes southward and all commons & appurtenances thereto belonging To have & to hold the said house & garden & all & singulare the premises wth the appurtenances unto the said Christopher Stanley his heires & assignes for ever. In witnesse whereof I have hereunto sett my hand & seale the seaventh day of the sixth moneth in the ffifteenth yeare of the raigne of our soveraigne Lord Charles now King of England &c. Annoqr Dñi 1639. Coram. Jo. Webb, Richō Waite & meipō. [2*s*.]

Me Christoferm̄ Stanley De Boston in N. A. Scissorena tener' &c. Josepho Faber in triginta & Duabus libris &c. Dat' 7. 6. 1639. Coram. Jo. Webb Ricō Waite & meipō.

Condicōned for payment of 16 10*s*. at or in the said house unto the said Joseph his executors &c. [1*s*.]

To all Christian people to whome these presents shall come We John Everet of Boston in New England Planter & Mary

Everet wife of the said John send greeting in our Lord God everlasting Knowe yee that we for fifty pounds to us in hand satisfyed & payd by Christofer Stanley of Boston aforesayd Tayler Doe by these presents grant bargaine & sell unto the said Christofer all that our house & garden thereto belonging lying & being in Boston aforesaid betweene the house & lands of Richard Bellingham Esqr eastward & the house & lands of Thomas Buttolph westward and all Commons & appurtenances thereto belonging To have and to hold the said house & garden & all & singulare the p^r^mises wth the appurtenances unto the said Chrifer Stanley his heires & assignes for ever. In witnesse &c. Dat' ut suprā. Coram: Josepho Faber, Ricō Waite & meipō. [2*s*.]

To all Christian people to whome these presents shall come I Christofr Stanley of Boston in New England tayler send greeting in our [99] Lord God everlasting Knowe yee that I for and in consideration of the grant of one house & garden lying in Boston aforesaid betweene the house & lands of Richard Bellingham Esqr Eastward & the house & lands of Thomas Buttolph westward unto me made by John Everet of Boston aforesaid planter & Mary Everet his wife before the sealing & delivery hereof Doe by these presents grant bargaine & sell unto the said John & Mary all that my house & garden conteyning halfe an acre & three rodds be it more or lesse lying & being in Boston aforesaid betweene the house and lands of Robert Rice Northward & the house & lands late Mrs Ormesbyes southward and all commons & appurtenances thereto belonging & the deed of Joseph Faber concerning the same To have and to hold the said last mentioned house & garden and all & singulare the p^r^mises wth the appurtenances unto the said John and Mary their heires and assignes for ever. In witnesse &c. Dat' ut Supā. Coram. Josepho Faber Rico Waite & meipō. [2*s*.]

Christoper Stanley for 10^l^ 10*s*. Assignes the boy, and all writings concerning him, Richard Bayly, to be bound to

Isaacke Cullimore[1] of Boston in N. E. Carpenter, his apprentice, to serve him from 24. 4. ult° for 7 yeares, & to give him an ewe kidd at the end of foure yeares if he doe his duty, and 5 at the end of the terme, meate, drinke & clothes, & Double apparell when he goes forth. 8. 6. 1639. Coram Tho: Paynter & meipō. [2*s.* 6*d.*]

Anne Coleman of Watertowne in N. E. spinster, aged 16 yeares, and Samuel Hosier[1] of the same, her tutor & gardian make a letter of Attorney to Jeffery Coleman of Colchester in the county of Essex, Saymaker, and James Wade of the same, Clothier, their atturneys to receive of the Executors of William Coleman late of Colchester aforesaid, Saymaker, Deceased, the summe of 5^{l} or any other summe or legacy given her by the last will & testament of the said Willm her father. 8. 6. 1639. Coram Gubern., Rob^{to} Feke & meipō. [1*s.* 6*d.*]

John Cogan aged about seventeene yeares[2] sonne of John Cogan of Boston in New England merchant, sworne, saith upon his oath that this Deponent, for his said father Delivered at diverse times betweene the 13th day of ffebruary and the 17th day of Aprill last past, unto John Harrison late of Boston aforesaid, gent., and to some others by his directions as this deponent believeth, for his use & behoofe, these wares at these prices following, that is to say,

[1] Isaac Cullimore (which seems the more common way of spelling the name) is called a shipwright by Savage; on what evidence I cannot say. His most prominent appearance in the Town Record is as being appointed to look to the carriages and wheels of the great artillery. In the Colonial Record, also, he is spoken of as mending carriages, so that one would think that he was something of a wheelwright. He lived near Gallop's Point, on the water-side, by the shipyards of Nehemiah Bourne and Thomas Hawkins, the shipwrights, and Thomas Joy, the carpenter.

[1] Anne Coleman and Samuel Hosier did not get their five pounds as soon as seemed well to them, and made a second letter of attorney — to whom I know not — for the same purpose. See p. 167, *post.*

[2] Savage speaks of John Cogan, Jr., admitted freeman in 1642, as being son of Humphrey, who never came to New England. I think this must be a mistake, for it very clearly says in this place that John Cogan, Jr., was the son of John. His age, now about seventeen, would make him twenty or twenty-one when he took the freeman's oath, May 18, 1642.

One payre of wosted stockins at six shillings six pence,
one payer of wosted stockins at eight shillings,
foure Dozen of tobacco pipes at two shillings,
hard sealing wax at three pence,
one paire of wosted stockins at eight shillings,
two payre of stockins at twelve shillings and eight pence,
nyneteene yards of white fustian at twenty eight shillings six pence,
eleven yards and one quarter of white Dimmety at sixteene shillings ten pence,
one paire of stockins at twenty pence,
in all comming to foure pounds foure shillings & five pence.

[1*s.*]

Letter of Atturney by Samuel Appleton of Ipswich in N. E. g. made to Isaacke Appleton & al̄. twice ingrossed 8. 6. 1639. sealed Coram. Gubern. Willo Hubbard & meipō.

James Brocke mariner ag^{t} the Governor & Society of the Mattachusetts Bay in New England, for 30^{l} worth of butter, chese and other provisions to Block Island voyage in the warres ag^{t} the Pecots in or about the moneth of July, Anno 1636, and Dammages for the same ever since to his Dammage 60^{l} Declaracon to be drawen. [1*s.*]

[100] A letter of Attorney made by James Brocke of Ratcliffe in the County of Midd̄., mariner, to myselfe to sue & recover of the Governo^{r} & Company of the Massachusetts Bay in N. E. the said 30^{l} & Dammages. 9. 6. 1639.[1] Coram. [1*s.*]

A Letter of Attorney p̄ eundem to myselfe to answere Joseph Bacheller in a plea of trespass upon the case for words, 9. 6. 1639. Coram [0. 4*d.*]

Francis Godsome[2] of Lynne in N. E. h. doth give grant & enfeoffe unto John Fuller of Boston in N. E. ioyner all that

[1] This letter of attorney will be found more fully in the *Note-book*, p. 101.

[2] We unfortunately know little more than is here stated of any one of the contracting parties. Godson is mentioned in *Mass. Col. Rec.*, i. 123. The name Fuller was a somewhat common one, but I am unable to identify either of those here mentioned. Of the three assessors, Knight is probably the mason of Salem, who had a grant of land in 1637, mentioned by Savage; the other two are unknown.

his house and home lott conteyning five acres and three acres of meadow and thirty acres of wood & upland thereto belonging & all privileges & accommodations thereto belonging by the Townesmens grant or promise, — if Edward Fuller of Olney in the County of Bucks yeoman shall pay unto the said F: 60^{l} on or before the second day of February next.

Articles. That John Fuller may refuse the bargaine and require his money at returne, but if Allen Brade Edward Farrington & William Knight shall deem the premises worth 60^{l} then to pay 5^{l} for dam: to Francis.

Not to receive the money if before the day Jo. F: send word of dislike but if dislike by letter come afterwards then to return the money to his father.

Either to refuse the bargain for 5^{l}

If in the mean while the said Francis improve and manage the premises from May day next he is to be payd reasonably if the bargaine take not effect.

Jo.; Fuller to receive of Rich. Brooks[1] of Lynne 40*s.* & of Dunton 20*s.* towards making of sellerage, and 4 dayes worke of Edward Weeden carpenter. [Vacat.]

[*The above entry crossed out.*]

John Crabtree[2] of Boston in N. E. joyner, to receive Solomon Greene sonne of John Greene of Hadley in Suff clothier his apprentice for 7 yeares & 1 yeare a journeyman & wages for that yeare 8^{l}, & space for what money to be repaid. Dat' 12. 6. 1639. Coram Gub: & meipse. [2*s.* 6*d.*]

John Crabtree and William Hudson[3] the younger ffisherman to have the one the sonne the other Mary Greene the

[1] Richard Brooks lived in Lynn some time before removing (1650) to Easthampton, L. I. Edward Weeden — generally called of Boston — came from England in the same ship ("Susan and Ellen," 1635) as Richard Brooks. As for Dunton, I cannot fix him. There were Duntons of Reading, at this time a part of Lynn.

[2] John Crabtree was sufficiently well known as a carpenter. He may have been a good one, though he sometimes charged too much (*Mass. Col. Rec.*, i. 301, 327). Of the Greenes — father, son, and daughter — I can find nothing.

[3] William Hudson the younger — probably the son of William Hudson the innkeeper — was at this time about

daughter apprentices & to be guardians & receive 11l a yeare for the 2 children as tutors masters and guardians of the said children. William Richardson of Hadley in Suffolk gent Executor, Josuah Foot of London Ironmonger & Thomas Hughson citizen merchant of London Attorneys. Coram Rico. Saltonstall[1] & meipse. Under the Common Seale and that the said Solomon and Mary choose the tutors & guardians abovesaid before the Governor. The agreement also p^nt^ sequetur in the next leaf but one. [2*s.* 6*d.*]

[101] To all Christian people &c I Samuel Appleton[2] of Ipswich in N. E. g. send greeting in our Lord God everlasting Knowe yee that I the said S. have ordeyned & constituted & made and in my place have put and by these presents do ordeyne constitute make & in my place put my wellbeloved in Christ I. A. J. G. D. R. R. S. & R. S. my true and lawfull Atturneys and deputyes all or the greater number of them for me & in my name to enter on lawfully and to make a lease or leases of all or any of the lands and tenements both freehold and Coppihold whatsoever of me the said S. situate lying and being in Monkes Elye in the aforesaid County of Suff. with leave of the Lorde of the Manor whereof the said Coppihold lands are held for and touching such lands for any terme of yeares not exceeding the number of seaven yeares from the time of the making of such lease or leases and so as no such lease or leases be made in reversion but the same to be made only in possession and under what rent & rentes and upon

twenty years old. He is here called fisherman. Later he was in a company of vintners (*Mass. Col. Rec.*, ii. 277), but very probably he turned his hand to whatever came uppermost. He served in the Parliamentary war in England, being ensign in Mr. John Leverett's foot company (*Winth.*, ii. 245), and died in the summer of 1681.

[1] Richard Saltonstall came to Massachusetts with his father 1630, but returned soon to England. He came back to Massachusetts, however, and at this time was an assistant. The governor here spoken of was John Winthrop, Sr.

[2] Samuel Appleton was one of the first settlers at Ipswich in 1636. He was chosen representative in 1637, and in the same year was chosen assistant justice at Ipswich. The persons mentioned as attorneys I have not the means of identifying. Isaac Appleton was probably either the son or brother of Samuel, who had a grandson bearing that name.

what Covenants & Conditions my said Attorneys or the greater number of them shall see fitting and also from time to time to discharge place and displace lawfully all and singular the tenants that now or hereafter shall be of any the said lands or tenements. And also from time to time to fell cut up & take off or cause to be felled cut up & taken off all or any the woods & timber now growing or being or wch hereafter shall growe or be upon the said freehold lands and also upon the said Coppihold lands with lease of the Lord of the said Manor for the wood and timber on such lands & to sell the same wood and timber for the use of me the said Samuel and from time to time to take and receive to the use of me the said Samuel or my assignes all rentes issues & profitts of the aforesaid premises wch now are due or wch at any time hereafter shall growe or be due to me the said Samuel out of the p^{r}mises aforesaid And generally to do execute and perform all and every lawful act and acts thing and things for and in the name of me the said S. as I shall by any letter or writing under my hand & warrant appoint or allowe to be done executed or performed as amply & fully as I the said S. in my owne proper person may or might doe. Hereby ratifying & confirming all & every thing whatsoever they or the greater number of them shall lawfully doe in the p^{r}mises. In witnesse whereof I have hereunto set my hand & seale this eighth Day of August in the fifteenth yeare of the raigne of our Soveraigne Lord Charles now King of England &c Annoq^{r} Dni 1639. Signed sealed & delivered in the presence of Will: Hubbard & mei Tho: Lechford scriptoris hujus. And I John Winthrop Esqr Governor of the Massachusetts Bay in New England having seen these presents signed sealed & delivered in my presence have at the request of the above-named Samuel Appleton caused the common seale of our Colony to be hereunto affixed the day of the date thereof.

SAMUEL APPLETON.

JOHN WINTHROP:

Twice written & ingrossed. [6*s.* 8*d.* Attorneys — Isaack Appleton ar., Jo: Gurdon ar., Dan: Rogers cl., Ri: Stansby cl.,

Ri: Sebborne cl., I Ap: ar. de little Waldingfield in Com Suff. & Henry Smith D^r^ of Divinity & Master of Magdalen College in Cambridge.]

[102] William Hutchinson[1] of Aquidnecke in New England gent and Samuel Hutchinson Brother of the said William convey to Richard Hutchinson citizen & ironmonger of London all that their dwelling house in Boston in New England and the garden or orchard thereunto adjoyning and all courte yardes stables stalles outhouses commons & appurtenances thereunto belonging parte of wch house & garden was heretofore purchased by the s^d^ Wm. of John Coggeshall[2] late of Boston aforesaid merchant and the rest of the premises was assigned to the said Willm by the Townesmen of

[1] The names of various of the Hutchinson family repeatedly occur in Lechford. Mr. Savage has published a careful enumeration of the different members in his *Genealogical Dictionary*. It will make clearer the papers relating to the family which occur later in the *Note-book* to remember that William Hutchinson, the husband of the famous Anne, had brothers, — Richard, of London; Samuel, of Boston; and Edward, of the same. His sons were Edward, who came to New England before his father, Richard, and others who are not mentioned in Lechford. Of these brothers, Richard never came to New England at all. William came to New England in 1634 with his wife and all his sons save Edward. He was forced through church troubles to remove in 1638 to Rhode Island, where, with Aspinwall, Coddington, and others, he formed a political community, of which, in their second year, he was chosen ruler or judge. He died about 1642. Samuel was of Boston. He was involved, with the rest of his family, in the Antinomian dispute (*Mass. Col. Rec.* i. 207, 338). He may or may not have gone with his brother William to Aquidneck, where he had a grant of land, May 20, 1638. He is subsequently mentioned by Lechford, however. Edward, the brother, is not mentioned in the *Note-book*, except perhaps *ante*, p. 93. He went to Rhode Island, and from there to England. Of the sons, Edward and Richard are the only ones mentioned by Lechford. Edward came to Boston a year before his father and mother. With his father he removed to Rhode Island, but shortly afterward returned to Boston. He served in King Philip's war, where he received a wound of which he died Aug. 17, 1675. Richard came from England with his father, but returned to London before the other members of the family moved to Rhode Island. He is repeatedly referred to in the *Note-book*, as well as his shop, — The Angel and Star, in Cheapside, London.

[2] John Coggeshall, another sympathizer with Mrs. Hutchinson and Mr. Wheelwright, also went to Newport, where he became one of the principal men, as he had before been in Boston. The house and garden alluded to were on what is now the corner of School and Washington. The Old Corner Bookstore occupies a portion of the property.

Boston afores[d] by common consent and order of the generall court. [3*s*. 400[l] consider.]

Edward Hutchinson of Boston in New England mercer and S[r]geant Thomas Savage [1] of the same doe convey unto the said Richard Hutch: all that our farme house & other buildinges thereunto adjoyning and all the gardens yardes and outhouses thereto belonging lying & being in the precincts of Dorchester in New England and all that parcell of land called a farme &c. and to thatch the new buildings daub the chimney lay the floores & hang the doores thereof & 16 acres of meadow lying on the east side of Neponset river heretofore had in exchange of Captaine Stoughton for so much lying over ag: it on the other side of the s[d] river lying next to the mill there and so along the said river: a farme lying on the east side of Neponsett river bounded in on the east side with an high Ridge w[ch] is Boston Bounds on the west side with a freshe brooke called Unkataquassett and for the length of it to runne one hundred and sixty poles into the land wth all the meadow lying before it as it is bounded with a greate salte cricke unto the aforesaid high ridge as also tenne acres of meadowe or thereabout lying on the west syde of the aforesaid fresh brooke with one little house and one frame with all the timbers and appurtenances thereto belonging either falling or standinge. All w[ch] said farme & lands came unto us by purchase from William Hutchinson ffather of me the said Edward who purchased the same of Bray Rossiter [2] gent. to whome the s[d] premisses came by purchase from the Indians & granted by the Court & Towne wth all rights priviledges commons in Necks of Land Islands or Inlands with all other appurtenances thereunto belonging. [3*s*. 8*d*. 320[l] Consideration. againe written 1*s*. 8*d*. and other writinges toto. 8*s*. 4*d*.]

[1] Sergeant Thomas Savage, born 1608, married Faith, daughter of William Hutchinson. He was disarmed in 1637 for his sympathy with Mrs. Hutchinson and Wheelwright, and removed to Rhode Island with the Hutchinsons, but returned to Boston, where he died Feb. 14, 1682.

[2] Bray Rossiter was of Dorchester, 1631, but removed to Winsor, Conn., and then to Guilford; he died 1672. John Gore was of Roxbury. William Wyatt I have been unable to find.

These deeds attested & sealed by John Gore to William Wyatt before the governor & the common seale affixed 12. 6. 1639. Coram Jacobo Brock & meipse. [3*s.* 6*d.*]

[103] Memorandum that the Agreement betweene Elizabeth Leger[1] for her sonne Solomon and John Crabtree is that the said John Crabtree shall have to his owne use and behoofe for receiving the said Solomon to apprentice and with him the yearely summe of five pounds & tenne shillings from the executor of the last will & testament of John Greene within named if the said Elizabeth so long live and the said John Crabtree in regard thereof shall pay & allowe twenty pounds unto the said Solomon at the end of the terme of seaven yeares within mentioned according to the true meaning of these present Indentures. Witnesses hereunto William Hudson & myself and Mr Governor knows the agreement also. [1*s.*]

A letter of Attorney made by [*blank*] of [*blank*] in New England to Robert Barrington of Hatfield Broadoke in the County of Essex Esqr and Robert Keayne of Boston in New England merchant to receive of Thomas Coney of Staple Inne London gent the summe of 200^l^ dat' 13. 6. 1639. [1*s.*]

A letter for Mr Cogan & Mr Keayne. 13. 6. 1639. [1*s.* 6*d.*]

A letter of Atturney by Benjamin Keayne[2] of Boston in N. E. gent to Tobyas Dixon citizen & mercer of London to receive 5^l^ of John Harrison gent upon bill. 14. 6. 1639. Coram. [1.]

A letter to James Brocke about Mr Peters letter & the Governors answer thereupon to stay the cause betweene Mr Bacheller & him till James Brocke returne. 14. 6. 1639. [4*d.*]

[1] Elizabeth Leger may be the maiden name of Solomon Greene's mother; if not, I cannot tell who she is. Leger is not a New England name.

[2] Benjamin Keayne was the son of Robert. He lived in New England for some time, but finally returned to England (*Savage*).

Me John Hill de Boston in N. A. carpenter tener' &c. Anne Garrold [1] in viginti libris etc. dat' 14. 6. 1639. Coram me et Willo Barrell.

To pay her 10^{l} upon the 24th of August wch shall be in the yeare of our Lord 1656 at or in the now dwelling house of George Barrell situate in Boston. [1*s.*]

Timothie Hatherley [2] of Scituate in N. E. Planter, plt. Joseph Young [3] mariner deft. for 30^{l} of beaver worth 15^{l} delivered about ye 29th 8. 1638 upon 1 Nov. into the Mary & Anne to his custody to be carryed for England lost by the way. To procure a warrant against Young and John Pease of Salem a witnesse to declare for the plt. & write Mr Hatherly a letter to send some proofe of the quantity or to make oath himself thereof. [2*s.*]

Knowe all men by these presents that wheras Gabriel Cornish [4] of Weymouth & Melcomb Regis in the County of Dorset mariner did by his letter of Attorney under his hand & seale dated the sixth day of May last past authorize and appoint me Israel Stoughton [5] of Dorchester in New England

[1] Anne Garrold may have been the sister or the wife of Henry Garrold, of Boston, 1639, mentioned by Savage. I can find the name nowhere else. George Barrel and William Barrel were brothers; and the wife of George was named Ann; from which I imagine that he married Anne Garrold. The house spoken of was on Hanover Street, a little below Washington (*Book of Possessions*, p. 421).

[2] Timothy Hatherly, one of the principal first settlers at Scituate, was before a London merchant. He came to Plymouth in 1623, and was well known there for some time, but went home again. He came back again to Boston in 1632. He died in 1666. In regard to this matter, see *infra*. Much in regard to Hatherly, though not pertinent to the matter in hand, is to be found in Bradford's *History*. Hatherly and Allerton, the latter principally, conducted the business of the Plymouth Colony with James Shirley, their London correspondent and his partners.

[3] Joseph Young, I suppose, was of Salem (*Mass. Col. Rec.*, ii. 36). Pease was in later years a favorer of the Gortonist movement (*Mass. Col. Rec.*, ii. 50).

[4] Gabriel Cornish never came to this country. There was a Gabriel Cornish in Connecticut toward the latter part of the century, who might easily be a descendant of this man.

[5] Israel Stoughton, a prominent man in Dorchester, owned the mill alluded to a few pages back in the deed of Edward Hutchinson, etc. He came to America, says Savage, in 1632; was admitted freeman 1633; was representa-

Esqr to receive of Thomas Richards [1] of Dorchester aforesaid yeoman the summe of one hundred pounds of lawfull money of England wch should be due unto him the said Gabriel from the said Thomas Richards upon the thirtieth day of July then next coming & now last past by a bond or obligation made by him unto the said Gabriel bearing date the foureteenth day of November last past wch bond was left heere at Dorchester aforesaid in the hands of Thomas Millet tayler and upon payment of the said hundred pounds to give any manner of Release acquittance or other legall discharge for the same as more at large by the said letter of Attorney it doth and [104] may appeare. And whereas the said Thomas Richards made unto the said Gabriel Cornish one other bond or obligation for the same money wch bond the said Gabriel carryed into England and by his letter to me written did promise to cancell or deliver up the said last mencõned bond upon notice of the payment of the said one hundred pounds to me by vertue of the said letter of Atturney according to the appointment or demand of the said Thomas Richards, Now knowe yee that I have received the said summe of one hundred pounds of the said Thomas Richards according to the forme & effect of the said bonds and letter of Attorney, And thereupon doe by these presents for as much as in me lyeth for and in the name of the said Gabriel remise release and forever quitt clayme unto the sayd Thomas Richards all and all manner of actions and demands wch the said Gabriel his executors or administrators have or can or may have against him the said Thomas Richards his heires executors or administrators for and concerning the said debt of one hundred pounds or upon the sayd bonds or either of them.

And further I doe hereby give & grant unto the said Thomas Richards the said letter of Attorney safe and uncancelled to have to him his executors & administrators forever.

tive in the General Court for some years, and commanded the force against the Pequots in 1637. He went back to England, and commanded a company for the Parliament in the Civil War; but died of sickness at Lincoln in 1644.

[1] Thomas Richards's name occurs several times in the early Dorchester records, but he removed soon after this date to Weymouth, where he was living when he is next mentioned in the *Note-book*.

In witnesse &c. Dat' 3. 7. 1639. [3*s.* 4*d.* A coppy of the letter of Attorney of Mr Stoughton under seale of the Company. 1*s.* 8*d.*]

Omnia ista prerecitata acta fuerunt apud Boston in Nova Anglia coram me Johe Winthrop Ar Gubernator de le Mattachusetts Bay in Nova Anglia pro modo et forma prount superius scripta sunt In cuius rei testimon nomen meum subscripsi Sigillumq^r^ huius Colonia commune presentibus hisce apponi causavi die & anno ultima supra scriptis.[1]

To the said letter of Attorney a publicke Notary sealed & subscribed & attested prount[2] sequitur. Omnia ista prerecitata acta fuerunt apud Waymouth et Metcomb Regis p^rd^ modo et forma prount superius scripta sunt In cuius rei testimonium nomen meum subscripsi sigillumq^r^ meum quo in hac parte utor apponi causavi die et anno supra scriptis.

BOSTON IN NEW ENGLAND 10° Augusti Anno Dmi 1639.

At sight of this[3] my first bill of exchange any time after the twentieth day of December next coming my second and third not being payd I pray you pay unto Mr Robert Offley Citizen & mercer of London or his assigns the summe of fifty six pounds of current money of England for foure heyfers heere received by yourselfe of me David Offley of Boston gent. I pray make good payment. To my very loving friend Thomas Nicholls at Coggeshall in the County of Essex. [1*s.* 6*d.*]

[1] "All these things set down above were done at Boston in New England in the presence of me, John Winthrop, Esquire, Governour of the Massachusetts Bay in New England after the manner and according to the form above written. In testimony of which I have subscribed my name and have caused the Common Seale of this Colony to be affixed to these presents on the day and year last written above."

[2] "As follows: All these things set down above were done at Weymouth and Melcomb Regis after the manner and according to the form above written. In testimony of which I have subscribed my name and have caused my seale which I here use to be affixed on the day and year above written."

[3] There is another bill of exchange later in the *Note-book* between these two men, drawn for the benefit of Stephen Offley, who, as well as Robert, seems never to have come to America. Thomas Nichols and George Nichols, mentioned in the second bill of exchange, were also Englishmen, and I believe never came to New England.

Articles of agreement made the 16th *day of the sixth moneth in the yeare of our Lord* 1639 *Betweene* DAVID OFFLEY *of Boston in New England gent of the one p*^{te} *and* SAMUEL HOSIER[1] *of Watertowne in New England Planter of the other p*^{te} *as followeth.*

Imprimis It is agreed betweene the partyes abovesayd that they shall & will be partners together in procuring sturgian to be taken & cured and sold at Yarmouth in New England or elswhere for & during the space of foure yeares from the day of the date hereof.

[105] Item that the sayd partyes shall beare equall charges therabout.

Item that they shall have equall profitts and account to each other upon reasonable demand from time to tyme during the said terme.

Item that they shall not doe anything contrary to the mindes of each other therabouts.

Item that neither of them shall admit of any other partner or partners without each others consent.

Item that if either of the said parties shall be minded to imploy a greater stocke this way about sturgian than the other he may so doe upon his owne account & to his owne advantage charge & losse.

In witnesse &c Coram meipe. [2*s*.]

Robert Meriam of Concord in N. E. pltr. and William Boreman[2] late of the same his servant put the said Bore-

[1] Samuel Hosier, of Watertown, was chosen constable in 1644, but otherwise is not mentioned by contemporary authorities. I should imagine that he was of that well-to-do class who are not of a station high enough to get into the records as officers, nor low enough to appear therein as criminals, and are therefore almost unnoticed by history.

[2] William Boreman could not have been a satisfactory apprentice. Richard Gridley, the brickmaker, no sooner had him than he turned him over to William Townshend, thatcher, who, I imagine, turned him over to Job Judkin, of what trade I know not; and his last appearance in this *Note-book* is in the act of being turned over by this last to Thomas Witherly, mariner. Now Witherly came from Connecticut, and went back there at times, and may have brought Boreman with him; for we find against Boreman's name in Savage, "perhaps of Wethersfield, 1645; was of Guilford,

man apprentice to Richard Gridley of Boston in New England Brickmaker, for 6 yeares from 29 Sept. next, meat drinke lodging & apparell & double apparell at the end of the terme. in p[r]ncia mei & T. Savage. Dat' 19. 6. 1639. [2*s.* 6*d.*]

THOMAS RUCKE *of Charlestowne in New England planter Plt.*
WILLIAM HATCH *of Scituate in New England planter Defdt.*

To the Governor & assistants of the Jurisdiction of New Plymouth in New England humbly complayning showeth unto yo[r] Worshipps Thomas Rucke of Charlestowne in New England planter that whereas this Com[plt] and one Joseph Meriam of Concord in New England Planter and William Hatch of Scituate in New England Planter Came joynt undertakers in the shipp Castle of London wch arrived at the port of Charlestowne in the moneth of July Anno Dñi 1638. And one the said William Hatch of London was also undertaker with them and undertooke by agreement to manage as a steward all their joynt businesse of undertaking and concerning every mans passage and all passengers goods that came in the said shipp and to take notice and keepe account how much every passengers goods and how much the said severall undertakers owne goods were in tunnage and what every one of the said passengers and undertakers were to pay for their severall passage & goods and to deliver to every [one] of the said undertakers & passengers their severall allowance of victualls & to cause that all the Caske vessells rundletts & provisions layd in for store and left at the said shipps arrival in New England aforesaid should be equally divided to the said undertakers parte & part like, for w[ch] stewardship the said William Hatch was allowed by the said Com[plt] & Joseph Meriam the summe of 30[li] and other profitts to the value of 20[li] more in all 50[li]

1650." He may not be the same man, however. As for Gridley, he was one of the very early settlers, and is frequently mentioned in the early Boston records, sometimes in relation to his trade as brickmaker, and sometimes in regard to his public duties. He was captain of militia, and was also one of the waterbailiffs of the town for some time. He is mentioned in the *Colonial Records* only in the orders relating to the Hutchinson disturbance; from which it may be inferred that he was more popular in the town of Boston than in the colony at large.

whereupon this Com^{plt} hoped that the said William Hatch would have made a just account betweene the master of the said ship & others & the said undertakers.

But the said William Hatch taking advantage of this Comp^{lts} sicknesse & weaknesse at sea did in the p^{r}sence of the master of the said ship at Boston in New England in July aforesaid & at Charlestowne aforesaid overreckon misreckon account short & mischarge upon this Com^{plt} divers particulare things hereinafter expressed wch this Com^{plt} since came to the knowledge & remembrance of: And first this Com^{plt} showeth [106] that the proper goods of this Com^{plt} brought in the said ship did amount in tunnage but to tenne tunnes & an halfe the tunnage whereof came to but thirty one pounds & tenne shillings but the said William Hatch charged the said Com^{plt} wth fifteen tunns of goods & a barrell & for the same the Com^{plt} hath payd for the tunnage of so much forty five pounds whereby the said William Hatch overreckoned this Com^{plt} 14^{li} Item by the said overreckoning of this Com^{plt} goods the said Wm. Hatch charged the summe of forty shillings on the said Com^{plt} for custome of foure tunnes & halfe of goods more than belonged to the Com^{plt} to allow for: at 9^{s} by the tunne. Item thereby the said William Hatch overcharged this Com^{plt} eight shillings payd to the said Master for primage & average and eight shillings more to lightermen for lighterage of foure tunnes & halfe of goods more than belonged to this Com^{plt} to allow for. Item the said William Hatch should have accounted to this Com^{plt} for three bushells & halfe of meale worth twenty and eight shillings wch meale was to have bin delivered to this Com^{plt} for him & his family by sea according to common allowance but this Com^{plt} having meale for his owne use agreed to receive his said allowance in meale altogether at landing but the said William Hatch never accounted for nor satisfyed this Com^{plt} for the same. Item the said William Hatch hath not accounted for nor satisfyed this Com^{plt} for his parte of the bread sacks brought by the said undertakers joyntly wch p^{t} was worth ffifty two shillings & six pence. Item nor for this Com^{plts} parte of the cookes store by the

said undertakers joyntly provided wch parte was worth thirty six shillings and six pence nor for this Com^plts^ parte of the vinegar brought by the said undertakers of the voyage wch parte was worth 3 shillings & sixpence. Nor for this Com^plts^ parte of the empty rundlets & wine casks provided by the said undertakers wch parte was worth two shillings & sixpence, Nor for this Com^plts^ parte of the suger brought by the said undertakers wch parte was worth eight shillings & six pence, Nor for this Complaynants parte of the money for the victualls wch the Brother of the said William & 8 or 9 other persons the proper passengers of the said William had for three weeks together after the said ship came to anchor in the said porte which parte the said William Hatch was to answer for & pay to this Com^plt^ they being his the said Wm. Hatch's proper passengers, & amounted to 30*s.* at the least. He prayeth that the said William Hatch be injoyned to sett downe the same in writing upon his oath. Item the said William [107] Hatch mischarged or overcharged this Com^plt^ with sixteene shillings & foure pence for tunnage of halfe a tun of goods of Henry Swan wch he refuseth & hath not right to pay so much because they were victualls & not broadcloth. Item the said William Hatch mischarged this Com^plt^ with fifteene shillings and six pence for the tunnadge of Ann Baker her goods wch the said Joseph Meriam did receive. Item the said William Hatch accounted short the bisket of the said undertakers wch he sould at Boston aforesaid wh^r^of the Com^plt^ parte came to three shillings and three pence more than the said William Hatch did account for. Item the said W. H. hath confessed himself to be in arreages to the Com^plt^ the summe of 17^li^ 9^s^ by his letter dated 14th Sept. 1638 whereof since the said Wm. Hatch hath paid the Com^plt^ 10^li^ by the hands of Joseph Kitcherell and by Mr Sparhawke 35*s.* 3*d.* and by John Fishenden 17*s.* in all 12^l^ 12*s.* 6*d.* so that there resteth due the residue whereof that is 4^l^ 16. 9 to the Com^plt^ So that the said William Hatch is in arrerages to this Complaynant the summe of 31. 6. 3*d.* pounds at the least. All w^h^ premises are well knowne to the said William Hatch. And because the said Complainant

cannot so exactly prove the said particulare things as law requires therefore he prayeth that the said William Hatch may be enjoyned to answer all the premises upon his oath particularely in writing and further to stand to & abide such order & decree therein as shall seeme to yor worships to stand with equity & good conscience. And this Complaynant shall as his duty byndeth him pray for yor worships health & prosperity and of the publicke. [6*s.* 8*d.* Sent to M^{r}. Nath. Souther at Plimmouth 26. 6. 1639 by John Crabtrees friend.]

Thomas Rucke of Charlestowne in New England planter aged about 48 yeares sworne saith upon his oath that he knoweth that William Hatch reckoned with Joseph Meriam in the moneth of July Anno Dñi 1638 being the 14th yeare of the raigne of our Sov: Lord Ch now king of England &c that he the said Wm. Hatch had received to the use of the said Joseph from Robert Meriam his brother but thirty pounds & no more. And this deponent saith that he hath seen a note of remembrance of the said William Hatchs owne handwriting in a little paper booke of the said Joseph Meriams wch note conteyneth these words & figures following that is to say "July 13th 1638. One after pt of the profitts of the freight of the Castle and of provisions left in my hands comes unto wch I doe owe unto Joseph Meriam 15^{li} 14*s.* William Hatch": wch this deponent doth very well know to be the hand writing of the said William Hatch because this deponent hath often seen him the said Hatch write, and hath many other writings of the said Hatch at this time in his hands. [1*s.*]

Thomas Watson[1] late of Duxbury pltr against John Rogers[2] of Duxbury planter: for Henry Blage brickmaker turned over to him for about 3 yeares about No: last 40*s.* to be pd at 12 Feb: for certaine brick tools 30*s.* for a fouling peice

[1] Thomas Watson was at this time winding up his affairs preparatory to returning to England, as will be seen by the later references to him in the *Note-book*. Exactly who this man was is uncertain, although the name Watson is hardly an uncommon one in Duxbury.

[2] John Rogers may have been the son of Thomas Rogers, who came over in the "Mayflower." "Henry Blagge, Braintree brickburner," 1643 (*Savage*).

30*s.* in January last, and for 5 dayes worke about bricke & planting in June last to himselfe & John Broomell but Rogers undertooke to pay it. [1*s.*]

NEW PLYMOUTH IN NEW ENGLAND 8 Sept 1639
IN THE COURT THERE.

JOSEPH MERIAM *of Concord in New England Plt*
WILLIAM HATCH *of Scituate in New England Deft*
} *in an action of trespass upon the case.*

The Plt complayneth against the defendt that whereas the defendt heretofore that is to say in the moneth of Aprill in the fourteenth yeare of the raigne of our soveraigne Lord [108] Charles now King of England the defnt was indebted unto the plt the summe of thirty & five pounds wch he received of Robert Meriam for the plts use and on his behalf which the defendt promised to pay when he should be required the same and the Defendt did afterwards indeed pay unto the Plt the summe of thirty pounds thereof. And whereas the Pltiff & Defendt upon the thirteenth day of July in the foureteenth yeare aforesaid did account together for divers moneys due from the one to the other & the Defendt was then found in arrearges to the plt the summe of fifteene pounds & fourteene shillings wch then also he promised to pay unto the plt when he should be required the same and the defendt did afterwards indeed pay unto the plt the summe of tenne pounds thereof Notwithstanding the aforesaid defendt intending to deceive the plt of the summe of five pounds the residue of the said thirty & five pounds & of five pounds & fourteene shillings the residue of the said summe of fifteene pounds & fourteene shillings amounting in the whole unto tenne pounds & fourteene shillings hath not yet payd the same to the said plt although he hath bin required the same upon the 14th day of July aforesaid but refused and still doth refuse to pay the said tenne pounds & foureteene shillings to the plt. whereby the plt hath lost divers moneys & profitts & commodities wch by trading with the said money he

might have gotten to his dammage eleven pounds & tene shillings thereupon he brings this suit. [Sent to Plym: to M^r. Nath. Souther p^rt devant.]

IN THE CORT AT BOSTON 8. (7.) 1639.

TIMOTHY HATHERLEY *plt*
JOSEPH YOUNG *mariner deft* } *in a plea of trespass upon the case.*

The plaintiffe complayneth that whereas the Defendt. upon the last day of October last past was master of the ship called the Mary & Anne & undertooke therein to transporte passengers & goods from New England to the porte of London and by the law the Defendt was to take care that all goods delivered into the said ship should be safely delivered forth of the same to all such persons as the same goods should apperteyne or to whome the said goods should be consigned & appointed to be delivered by the owners thereof. And the Plt indeed saith that he being possessed of one parcell of beaver skins of the value of 15^l^ of lawfull money of England at Boston aforesaid upon the first day of November last past he caused the said beaver skins to be then & there delivered aboard the said ship into the Charge & custody of the said deft the said ship then riding at anchor in the porte of Boston aforesaid to be transported to the said porte of London & there to be delivered forth of the said ship unto M^r. Hooke by him to be disposed & sold to the pltfs use & benefitt & was to make return thereof to the said plaintiffe in other commodities according to his letters of advice sent unto the said Hooke notwithstanding the Defendt afterwards passing over to the said porte of London in the said shippe did not deliver the said beaver skinnes unto the said Hooke although the Defent was required the same in the porte of London aforesaid by the said Hooke but converted them to his the said Defendt^s^ owne use whereby the plt lost divers moneys & profitts & commodities wch by trading wth the said other commodities [109] he might have gotten to his dammage 20^l^ and thereupon he brings his suit. [2*s.* 6*d.* 1*s.* 6*d.*]

IN THE COURT AT BOSTON 8. (7.) 1639.

THOMAS WATSON, *plt* } *in a plea of trespas upon the case.*
JOHN ROGERS, *deft* }

The plt complayneth against the defendt for that whereas the defendt in the moneth of February last past was indebted unto the plt in the summe of 40*s*. for the service of one Henry Blage whome the plt before that time did assigne & put over to the defend^{t} in consideration thereof he did assume & promise to pay the same to the plt when he should be thereto required. And whereas also the defend^{t} in the moneth of February aforesaid was indebted unto the plt the summe of thirty shillings for certaine tools that is to say two shovells 3 spades two pickaxes iron vyse smale lynes a furgin of iron & curtaine rings before that time by the said defend^{t} bought & had of the plt the said defend^{t} in consideration thereof did assume & promise to pay the said thirty shillings unto the plt when he should be required the same and whereas also in the moneth of May last the defend^{t} was indebted to the plt in the summe of thirty shillings for one fouling peece before that time by the defend^{t} bought & had of the plt. the defend^{t} in consideration thereof did then assume and promise to pay the said thirty shillings unto the plt when he should be thereunto required And whereas the Defend^{t} in the moneth of June last past was indebted unto the plt the summe of five shillings for five dayes worke done by the plt in the service of the defend^{t} and one John Groome the defend^{ts} partner — the defend^{t} in consideration thereof did then assume & promise to pay the said five shillings to the plt when he should be required the same. W^{ch} said severall summes of money doe amount unto the summe of five pounds & five shillings whereof since the defend^{t} hath payd the plt only the summe of thirty shillings thereof Notwithstanding the defend^{t} little regarding his severall promises & assumptions aforesaid but intending to deceive the plt of seaventy five shillings the residue of the said five pounds & fifteen shillings hath not payd the same unto the plt according to his the defend^{ts} said

severall promises & assumptions although he was by the Plt required the same at Mount Wollaston upon the nyneteenth day of August last past but did refuse & still doth refuse to pay the said seventy five shillings to the plt to his damage eighty shillings & thereupon he brings his suit. [3*s*. affid Jo: Groome 1*s*.]

To the right wor[ll] the Governor council & Assistants of the Jurisdiction of the Massachusetts bay in New England.

The humble petition of James Brocke[1] mariner sheweth that whereas the Governor & Company of the Massachusetts bay aforesaid were heretofore that is to say in the moneth of July in the yeare of our Lord 1636 indebted to yo[r] petitioner the summe of thirty pounds for butter cheese [110] and other provisions had by them of yo[r] petitioner for their use & service in the voyage to Block Island towards the warres against the Pequods w[ch] thirty pounds should have bin then presently payd to yo[r] petitioner in the said moneth of July notwithstanding the same was not payd him till the nyneteenth day of the sixth moneth last past and whereas by deteiyning the said thirty pounds the said three yeares the petitioner lost thirty pounds more w[ch] he could in that time reasonably have gotten by the same in trading to & from England hither according to the rate of 30[l] in the C as usually merchants make of their commodities as well heere as in other countryes & the rather in this country because the adventure & danger is greater & the passage long betweene this & England. These premises considered yo[r] petitioner prayeth y[r] worpps to order the worppful Gov of the Company to pay him for the said demand 30[l] more or if you[r] worships so think good you may put it to the consideration & verdict of a Jury whether the same be not reasonable to be payd & allowed to the petitioner & he shall be ready to stand to their verdict & yo[r] order thereupon & shall according to his duty pray for yo worpps health & prosperity & the publique. 2—6

[1] I am unable to find any mention, except in Lechford, of this James Brocke. Being called of Ratcliffe, County of Middlesex, would seem to show that he spent no length of time in the country.

To the right wor[ll] the Governor Councill and Assistants of the Jurisdiction of the Massachusetts bay in New England

Humbly complayning shews unto yo[r] worpps William Cole late of Chew magna in the county of Somerset gent & Elizabeth his wife Daughter & executrix of the last will & testament of Francis Doughty [1] late of the city of Bristoll merchant deceased that whereas the said Francis Doughty in his life time stood master of & had right unto a certaine lease of a farme called Hamsted farme in the county of Gloucester to enioy to him and his assigns during the lives of divers of his children w[ch] farme was worth 2000[l] at the least and was possessed of some small personal estate to the value of forty pounds or thereabouts and whereas Francis Doughty Clerke son of the said Francis Doughty Deceased being in his said fathers displeasure came to this com[plt] Elizabeth when she was sole and intreated her to speake unto her said father for the said Francis the sonne & to pursuade wth her said father that he would bestowe and settle the said lease of the said farme on the said Francis the sonne in case that Jacob Doughty brother of the said Elizabeth were dead or should dye so that the said Francis the sonne might enjoy the same after the debts & legacyes should be payd & his will performed and then promised her that if she would so speak for him & that she could prevayle with her said father that he would so bestowe & settle the said lease & farme upon him the said Francis the sonne as aforesaid that he would give her a better portion than her father would give unto her and the said Compl[t] saith that she the said Elizabeth did speake unto her said father for the said Francis the sonne accordingly and

[1] Of Francis Doughty the elder I know nothing more than is here set down. He never came to America. His son Francis, however, was a minister at Taunton for some years, after which he removed to Long Island. Of Cole, who married Elizabeth Doughty, nothing is known, save that he died a year or two after this date. The course of events in this case may be followed in the second volume of *Mass. Col. Rec.*, pp. 74, 191, 203, 257, 272; also in the third and fourth volumes of the same, if the investigator's patience should by any chance hold out. Mrs. Cole did not get what she wanted, finally fell sick, and was cared for at the expense of the Colony; after which her petitions ceased. The Humphrey Hooke may be the same man as the one who had dealings with Joseph Younge, mariner.

her said father did thereupon bestowe & settle upon the said Francis the sonne the said lease of the said farme to be his after the debts & legacyes of the said Francis Doughty Deceased should be payd and his will performed and to that end & purpose the said Francis Doughty Deceased did in his life time by Indenture make a demise of the said farm unto Humfrey Hooke merchant & others for the terme of tenne yeares [111] [*part here is in cipher*] for the performance of his will namely for the payment of his debts & raysing of porc̃ons for the children of the said Francis and afterwards by the same Indenture or some other conveyance the said farm & lease in reversion after the said tenne yeares was settled & bestowed upon the said Francis sonne by his said father through the mediation of the said Elizabeth. And the said Compl^ts^ say also that the said Francis Doughty Deceased did by his last will & testament and by the said Indenture give unto the said Elizabeth the summe of 160l in money & goods for her portion & made her his sole executrix of his said will, the said Jacob Doughty being dead at the time of making the said Indenture or dying shortly after, so that he is lyable to pay unto the Compl^ts^ in regard of the premises the summe of 160l but the said Francis Doughty the sonne having since gotten possession of the said farme & lease sold the same for above 1000l being altogether careless & little weighing his promise aforesaid did not give the said Compl^t^ Elizabeth when she was sole nor any time since the Compl^ts^ marriage, to them both or either of them hath not given a better portion than the said Francis Doughty Deceased, did give unto her the said Elizabeth although he hath often bin put in mind & required the same by the Comp^lts^, but hath refused & still doth refuse to performe his sayd promise. And whereas also by the said Elizabeth her Executrixship aforesaid shee had right to the surplusage of the money that should have bin mayde out of the said terme of tenne yeares in the said farme after the said debts & legacyes payd wch would have bin at least two hundred pounds [*cipher*] so endeavoring to defeate the Comp^lts^ of the said surplusage which seeing that it would have bin two hundred pounds at the least it was & would

have bin & still is in right & equity due to the said Com^{plts} by vertue of the said Executrixship. And whereas also by the said Indenture made to the said Humfrey Hooke & others or at least by equity thereof all the debts of the said Francis Doughty Deceased & all charges going forth of the said farme were to be payd forth of the profitts of the said farme or out of the said farme itself [*cipher*] notwithstanding the said Compl^{t} Elizabeth out of her the said Elizabeths smale portion aforesaid was compelled to pay unto Robert Nelson gent the summe of sixteene pounds for the debt of the said Francis Doughty Deceased & unto Marmaduke Chapman Clerke tenne pounds for tythes of the said farme wch being in all twenty six pounds the said Francis Doughty the sonne ought in equity in regard of the promises to repay unto the said Compl^{ts}. [*Cipher.*] And whereas also the said Compl^{t} William Cole at the speciall instance & request of the said Francis Doughty and for the debt of the said Francis became bounden with him in and by one [112] obligation bearing date the eleventh day of December in the tenth yeare of his Ma^{ts} raigne that now is unto one Edmund Belsine whilest he lived of the city of Bristoll sopemaker in the summe of three score pounds for the payment of thirty pounds on the twenty fifth day of March wch shall be in the yeare of our Lord One thousand six hundred & forty so that the said William Cole is lyable to pay the said thirty pounds to the Executrix of the said Edmund & he knoweth not how much costs & dammages besides if the said Francis doe not pay the same and forasmuch as the said Francis hath a purpose to remove his dwelling forth of the Jurisdiction of this Court where this Compl^{t} cannot tell he humbly prayeth that the said Francis may be enjoyned heere forthwith to save the plt. from the said bond. And because the said Compl^{ts} have not such exact proofe of the premises as the Law requires therefore they humbly pray that the said Francis may be enjoyned to answer the premises and every parte thereof in writing upon his oath. And further to stand to & abide such order & decree therein as to yor Worships shall seeme to stand in equity & yor Supliants shall as their duty bynds them ever pray for yor worpps health & prosperity

& the publique. [6*s.* 8*d.* Copia 3*s.* 4*d.* A coppy of the words of the deed, 4*d.* Writing the action, 1*s.* 6*d.* cop: 3*s.* 4. 11. 10*d.* ffee 6 ver 7*s.* — rest 10.]

John Winthrop Esqr Governor of the Jurisdiccon of the Mattachusetts bay in New England To the wor[ll] my loving Friend & neighbor [William Bradford] Esqr Governor of the Jurisdiccon of New Plymouth salutacons in the Lord &c. Forasmuch as blessed be the Lord God there hath bin & is and it much concerneth that ever there should be mutuall amity and correspondance betweene our severall Plantations and to the end Justice may be equall administred to the Kings subjects wth us it will often come to passe that we shall have occasion to write one unto the other touching justice to be done and partyes to be righted in their causes as hath bin used heretofore according to w[ch] good custome I shalle request you that you cause full & speedy iustice to be done betweene Joseph Meriam & William Hatch in the cause herewith sent unto you according as you shall find the merits of the said cause to require And the like favour & iustice you for any of yo[rs] shall upon occasion offred finde wth us And I likewise send you the depositions of Robert Meriam & Thomas Rucke taken before myselfe concerning the said cause. Thus I wish you right heartily well to fare in the Lord & rest

Yo[r] loving freind

Jo W Gov[r].

Boston 22. (6.) 1639.

[*This letter was afterward crossed out.*]

Edward Wood[1] for 13[l] 5*s.* in hand assignes Thomas Cooper sonne of Henry Cooper of little Bowden in North[ton]

[1] Edward Wood here mentioned may have been the baker of Charlestown of the same name, with whom Lechford had dealings, as we shall see later. Leonard Buttolph (or Buttal, Buttol, Buttolph, Buttolfo, Buttle, for in all these ways does his name appear in the *Boston Town Records*, while Savage calls him Buttels, and the *Colonial Records* Bowtle) was allowed an inhabitant Nov. 25, 1639, and had a house, though where it was I cannot say [but see *Suff. Deeds*, i. 142]. He had later two limekilns on Captain Gibbons's ground at Foxhill. What connection he had with Thomas of the same name is not

laborer Apprentice to Leonard Buttolpe bricklayer of Boston apparel double at the end & 5l for 6 yeares from midsummer last past. dated 29. 6. 1639. [2*s*. 6*d*.]

L. Buttolpe bound by bill to E. Wood: for 7l to be pd. 10. 10. 1639. dat' ut supra. [6*d*.]

[113] Samuel Cole[1] of Boston in N. E. g. placeth John Cole his grandchilde Apprentice to John Mylam of Boston aforesaid Coop for 7 yeares from 1o 1l 1638 dat 5. 7. 1639. [2*s*. 6*d*.]

Thomas Hamond[2] of Hingham plt Edmund Hubbard [*blank*] def. for trespasse in his Indian corne since planting time till now to the value of 50*s*. in his corne ground at Hingham. [1*s*. Robt. Jones John Tucker & Isack Martin.]

Against David Phippen for trespasse wth his hogs in the same corne to the value of 40*s*. [R. I. I. M. 1*s*.]

clear. Thomas Cooper I suppose to have been the man who in 1641 removed to Springfield, and was killed by the Indians in 1675.

[1] Savage says that John Cole, the son of Samuel, was born in England. If Samuel had another son besides the John noted in Savage, he must have died early, as would seem from the grandfather putting the boy to prentice rather than the father. John Mylam, the cooper, had a house on the north shore of Town Cove, and a wharf in front of it. Some difference of opinion existed in regard to the spelling of his name, as well as to that of Mr. Buttolph.

[2] Thomas Hammond came to Hingham, was freeman 1637, and afterwards removed to Watertown, and again to Cambridge. Edmund Hubbard we have already noted. Of the rest, David Phippen was freeman March 3, 1635; is mentioned in the *Colonial Records* as defendant in a case which was not tried. He removed to Boston, and died, meantime, before 1650. Henry Smith came over from England, and was made freeman this very year. He was an inhabitant of Hingham until 1641, when he removed to Rehoboth. I think he may have been some relative to the Henry Smith who was named with Ludlow and others as having leave to go to Connecticut. Thomas Underwood while of Hingham was representative twice, and once selectman. He afterwards removed to Watertown. John Folsom came over in the same ship with Henry Smith — the "Diligent," of Ipswich — from Old Hingham, in Norfolk. He died at Exeter, where he had removed Dec. 27, 1681. William Sprague came to Hingham in 1635, and lived there most of his life, though he moved to Marshfield and back again probably before this time. Joseph Parke I have not been able to find. Parke was by no means an uncommon name, but I do not discover any Joseph.

And against David Phippen Joseph Parke Henry Smith Thomas Underwood John Folsom & William Sprague for their fences being downe & unrepayred whereby all the trespasses have ben don upon the plt. to his dam: 3[l] [iidem 1*s*.]

John Long[1] hath a peticion to the Governor &c for M[r] Whetcombs[2] land.

Showeth that wheras Simon Whetcombe Deceased had right to certaine ground in New England that one Isaacke Richmond did inclose for the use of the said Simon and the frame & timber he provided for the building of an house there and whereas Mary Whetcombe the late wife & executrix of the last will & testament of the said Simon did give all the right she had in the premises and intended all right of the said Simons adventure unto one Thomas Brooke who made his will nuncupative at sea & gave yo[r] petitioner all right in the said lands & premises & dyed. Yo[r] petioner humbly prayeth that for as much as the said Simon Whetcombe had some adventure in this Plantation that the said lands may be conferred on yo[r] petitioner to whome the right in equity is duely come if they may be found if not that then some other lands may be given this petitioner in lieu thereof & of the said adventure according to equity and yo[r] petitioner shall as his duty is ever pray for yo[r] worpps health & prosperity & the publique. [1*s*.]

[1] I cannot think that this is the man who came with his father, Robert, in the "Defence" from London in 1635; for if so he would be but ten years old. It is hardly pertinent to the case to know that John Long was, a year or two after this, fined for distemper in drinking (*Mass. Col. Rec.*, i. 316). The name occurs later in the *Note-book* in another matter.

[2] Simon Whitcomb is, however, better known. He was "an active member of the Company at home," says Mr. Haven, "but did not come to New England. . . . We may conclude that he was a man of some substance, a respectable citizen, and a zealous Puritan; but our knowledge of him is confined to the few facts which we gather from the Records" (*Archæologia Americana*, vol. iii. p. li). I have nowhere found mention of the land granted to him. In a letter from the Company in England to Endicott (*Mass. Col. Rec.*, i. 404) it says that Mr. Whitcomb recommends to the Company one Isack Rickman to receive his diet and house-room at the charge of the Company. I suppose this is the man here called Isaac Richmond, of whom otherwise I find no mention in Savage or elsewhere. Thomas Brooke must have died at sea, since his will was considered valid.

Elizabeth Pole[1] Spinster agt John Treworthy gent 3. (7.) 1639. [1*s.*]

A Certificate by the Governor that Mr John Endicott is alive. 3. (7.) 1639.

John Winthrop Esqr Governor of the Jurisdiccon of Mattachusetts bay in New England to all manner of persons whom it may concerne greeting Knowe yee that John Endicott Esqr one of the Councill for the Jurisdiccon aforesaid is Blessed be God at this present in full life & health wch at the request of the said John Endicott I have thought good to Certifye. In testimony whereof I have hereunto subscribed my name & caused the Common seale of our Colony to be affixed the third day of September in the fifteenth yeare of the raigne of our Soveraigne Lord Charles now King of England &c. Annoq^r^ Dñi 1639. [2*s.*]

[114] Lydia Dastin[2] wife of Josiah Dastin of Charlestowne in New England aged about 26 yeares sworne saith upon her oath that about a moneth since this deponent being in the house of Mr Cradocke at Misticke in a certaine roome there at meate one Robert Panare offered violence to her & would have kissed her & offered to put his hands under her coats & sayd he came of a woman & knew what belonged to a woman & because her husband was not able to give her a great belly he would help him or such most shamefull words & he caused her to cut her hand & her apron in striving with him. And this depont saith that she refusing to commit this

[1] Elizabeth Poole is well known as being the founder of the town of Taunton, which plantation she began in 1637, as one finds in Winthrop (i. 252), who calls her "an ancient maid, one Mrs. Poole." She was at that time forty-eight years old, having been born in 1589. Her brother William accompanied her to Taunton, and lived some time there, but returned afterwards to Dorchester, whence he had come.

[2] Little is known from contemporary history of Josiah Dastin, or of his wife Lydia, and still less about the incident here referred to. The name is usually spelt Dustin. In regard to Matthew Cradock's house near the Mystic, the ground was granted to him by the General Court some years before this (*Mass. Col. Rec.*, i. 141), although Cradock was not at that time, nor at any time, in New England. See Brooks's *Medford*, p. 46, and Drake's *Landmarks of Middlesex*, p. 137.

wickednesse he used some threatening words as well I will be meet with you but if you will not do it for love you will not for anything else, and this offence being done late upon a last day of the weeke a little before night this deponent went presently purposing to make it knowne to goodman Knight but he was at top of an house & could not conveniently come downe at that time and her husband coming home late that night she made it knowne to him the next evening after. [1*s.*]

IN THE CORT AT BOSTON 8. (7.) 1639.

TIMOTHY HATHERLY, *plt.*
ISAACKE ALLERTON, *defendt* } *in a plea of debt.*[1]

(The Defendt was charged to answer the [*a few words in cipher*]) The plt saith that the defendt upon the first day of August in the yeare of our Lord One thousand six hundred thirty and six became bounden unto the plt in one writing obligatory in these words &c Notwithstanding the said defend[t] hath not payd the plt the summe of 150[l] according to the tenor of the sayde writing obligatory but refused and still refuseth to pay the same to the pl[ts] dammage 150[l] & thereupon he brings his suit. [attach[mt] 2*s.* 6*d.*]

Idem resp[d] eundem.

The Plt complayneth against the defend[t] for that whereas the plt heretofore that is to say in the moneth of [*blank*] in the yeare of our Lord [*blank*] at the speciall instance & request of the Defend[t] became bound with & for the Defend[t] unto one [*blank*] Willis in one bond of [*blank*] Conditioned for the payment of the summe of nynety five pounds & fifteen shillings at a day long since past. And whereas the said defend[t] did at the sealing of the said bond in consideration thereof promise & assume that he the Defend[t] would pay the said 95[l] & 15*s.* unto

[1] This case between Hatherly and Allerton was doubtless something growing out of their previous transactions with each other and with the Plymouth Company and their English correspondents, on which some light (though but flickering) is thrown by Bradford's *History*.

the said [*blank*] Willis according to the said bond & condicon thereof and that he would from time to time save & keepe harmlesse the plt of & from the said bond & all acc̃ons & repay unto the plt costs & damages that should come or be brought upon or recovered against the Plt upon the said bond or concerning the said debt when he should [115] be thereunto required. And the Plt saith that indeed the defend^{t} did not pay the said 95^{l} & 15*s.* unto the said [*blank*] Willis according to the said bond & condition thereof whereby the said [*blank*] Willis hath by suit of law recovered against & received of the plt the summe of 127^{l} for dammages & costs of suit upon the said bond & for the said debt and the plt hath bin put to divers other troubles costs & dammages thereabouts. Notwithstanding the defend^{t} hath not saved the plt harmlesse of & from the said bond nor from [*cipher*] the said damages & costs of 127^{l} nor from the said other troubles costs & dammages although he hath bin thereunto required but refused & still doth refuse to doe the same to the plts damage 140^{l} & thereupon he brings his suit. [1*s.* 8*d.*]

John Treworthy gent agt Eliz. Pole in a plea of trespas upon the case. Mr Deputy undertakes she shall answer this acc̃on at the Cort in March next. Mr Peters p^{d} 10^{l} of money in his hands recovered in another acc̃on by the defend^{t} ag^{t} the plt is stayed by order of Court till the Court in March next when the Plt is to proceede in his acc̃on against the said defend^{t}. [1*s.*]

James Brocke at the suit of Joseph Bacheller defendt in a plea of trespas upon the case. The Defendt by T. L. his Attorney saith that by the law of the land he ought not to be compelled nor is he any wayes bound to answere unto the plt in this Court because the plt hath not put in his declaracon in writing to remaine upon Record And thereupon this Defendt doth demurre in law & restes upon the Judgment of the said Court whether he ought to be compelled to answere the Plt otherwise in the said action.

[*This entry crossed out.*]

Elisha Bridges releaseth Mary Fisher widdow for 30ł legacy given by Thomas Fisher[1] the testator to John Blackston and Sara his wife daughter of the said Thomas & payd by the said Mary executrix of the said Thomas Fisher unto the said Elisha Attorney for the said John Blackston & Sara his wife dated 4. 7. 1639. before Mr [*blank*] Hawkins Ed: Michelson & myselfe. [1*s.* 6*d.*]

A Coppy of the said Bridges letter of Attorney. [1*s.* 6*d.*]

A fine & two deeds acknowledged & sealed by [*blank*] Johnson[2] & Jane his wife to [*blank*] Rosseter gent of lands in the County of Somst before Mr Jo: Winthrop Govr & Mr John Humfrey & myselfe 4. 7. 1639. [2. 6.]

[1] It is difficult to be sure of identifying this Thomas Fisher and Mary his widow; but I think him the man of that name who came from Winton in England to Cambridge in 1634, and moved, says Savage, from there to Dedham in 1637. Exactly when he died I cannot say. The date here is two years after his removal to Dedham, which would afford him ample time. Some while after, this Widow Fisher, — whom I suppose to be the Mary in the text, — of Dedham, had liberty given her by the General Court to take the administration of her husband's estate for the benefit of her children (*Mass. Col. Rec.*, i. 292). This Mary Fisher we may reasonably believe to have been the widow who joined the Boston Church in 1647, and died 1653. "Great labor," says Savage, "I have found to conciliate these Fishers; and some of it may seem unsuccess." I think, however, this passage in Lechford supplies a link which was wanting in Savage's train of reasoning.

In regard to Elisha Bridges and John Blackstone and Sara his wife, I regret to say my researches have been less successful. The name of Elisha Bridges does not occur in Savage; Blackstone may have been some relative to the Rev. Wm. Blaxton, who had a son John.

It seems to me that this Johnson is some relative of Davy Johnson, who came over in 1630 in the "Mary and John" with Edward Rossiter, a member of the Company. They both settled in Dorchester, and died there, — Rossiter in a year, and Johnson some years before the date of this entry. Edward Rossiter had a son of the same name as himself, who had property in the county of Somerset. I feel quite sure that the Rossiter here alluded to is one of the sons of Edward Rossiter. As for the Johnson, I am more doubtful. All my search in Savage has failed to find any Johnson with wife Jane. Francis Johnson of Salem, who came over in the same year as Davy, had a wife Joan, and he and his wife may be the ones mentioned here. It could not be Davy Johnson who is meant, for he died before 1636.

Daniel Clerke[1] at the Kings suit for misdemeanor in drinking. Witnesses John Wedgwood & Mary his wife, and Anne Crosse she thought. [3. 6.]

[116] To all Christian people to whome these presents shall come we Christopher Batt[2] of [*blank*] in New England planter and Anne Batt wife of the said Christopher send greeting in our Lord God everlasting Knowe yee that whereas heretofore there was a certaine wine license granted by course of law in that Kinde to me the said Anne & to Elizabeth Maddox the wife of William Maddox & to Katherine Barriton to have & to enjoy to me the said Anne & to them the said Elizabeth & Katherine for and during the lives of me the said Anne & of them the said Elizabeth & Katherine as by the said wine license it doth and may more at large appeare. Now wee the said Christopher & Anne for divers good causes & considerations us thereunto moving have released surrended & confirmed & by these presents doe remise release & confirm unto the said Katherine all our right title & interest in the said wine license and all profits & commodities thereby accruing whatsoever To have hold & enioy all our said right title & interest and all & singular the premises wth the appurte-

[1] Daniel Clarke, who is thus arrested at the King's suit, was tried at a quarter court held in Boston Sept. 3, 1639, and found to be an immoderate drinker. He was fined £2, of which, says the Record, he paid 3*s.* to the jury, and the rest to Increase Nowell, the secretary. Besides this, he does not appear again in court for some time, — nor, indeed, anywhere else. I suppose him to be of Ipswich. As for John Wedgewood, the witness, he got small good for his trouble, for he was condemned to be set in the stocks at Ipswich for being in the company of drunkards. He had served in the Pequot war, and had there been wounded.

[2] Christopher Batt, of Colchester, afterwards Salisbury, was a prominent man in his town. He was a tanner by trade; but, besides this, he was at times drill officer, commissioner for trying small causes, and many times deputy. He came from the city of Salisbury, England, in 1638, being thirty-seven years of age. He lived, as has been said, at Salisbury, in New England, and removed to Boston, where he was accidentally killed Aug. 10, 1661. Of the others I can find no mention, and suppose that the whole transaction refers to affairs in England to which no successful illumination can be applied. "Peter Thatcher clerke," called "our beloved brother," may have been the rector of Salisbury, Wilts, father of Rev. Thomas, of Weymouth, or brother of Rev. Thomas (and son of Rev. Peter).

nances unto the said Katherine and her assigns for ever. And we grant unto the said Kat. that we will at any time hereafter within the space of five yeares next ensuing make any further reasonable assurance of the premises unto the said Katherin at her costs & charges as she shall require by advice of Counsell learned in the law so that for the making thereof we be not compelled to travel above the space of tenn miles from our dwelling place. In witnesse &c. [2*s.* 6*d.*]

And we hereby give full power & lawfull Authority unto our beloved brother Peter Thatcher, clerke, for us & in our names generally to doe all & every other act & acts requisite for the firme conveyance of our said right title & interest in the premises unto the said Katherine & her assigns accordingly as fully & effectually as if we ourselves were personally present. In Witt:

[117] *To the Honble the Governor, Council and Assistants of this Jurisdiction and to the General Court thereof assembled* 10–7–1639.

The humble supplication or petition of THOMAS LECHFORD [*late of Clements Inn in the county of Middlesex Gent,* crossed out on revision].

Truly showing and acknowledging that he did offend in speaking to the Jury without leave, in the cause of William Cole and his wife; and so much the more inexcusable was this delinquent inasmuch as he knew it was not to be done by the law of England. Yet he conceived it was not Embracery, for that he had no reward so to doe; and some extenuation may, he conceiveth, be gathered by one or two seeming approbations of the like which he hath observed in other Causes here. Notwithstanding, he is heartily sorry for his offence, and acknowledgeth the justice of this Court, and is comforted in this—that he hopeth it may doe him good and the example be a benefit to the publick. Touching his speaking in publick for future time, he submitteth to the wisdom of the Court; and for that which is past, he came to the Court being retained, and it's true stood there at the lower end, next the deputy

Marshal, attending unto a cause or two wherein your petitioner was retained. It was to show his readiness to do the Country any service he might, as well as to get a little money for himself. Some speeches of his, specially some involuntary and of sudden [interruptions ?] of some [in authoritie ?] being made, whereof some might be occasioned by themselves [being too tartly, as he conceiveth, rebuked and hindered by some of the Court] and zeal of speaking for his matters, may seem to offend such as have not been accustomed much to publique pleadings of advocates. Such [passion ?] of his and involuntary offences he humbly prayeth may be passed by: and such occasions of publique pleadings your supplicant will readily forbear, as not being sufficient or inclinable by nature thereunto. And he hopeth that this Court and Country may upon trial of this petitioner in some other [use] find him, as in many things [ignorant] so teachable and tractable. In the meanwhile, if your petitioner hath any the least talent to doe you any service in any way of profitting himself [for his] livelihood, he desireth it. He is heartily ready, and humbly prayeth the same, in regard of his low and poor estate, not unknown to some of your Worships: Unfeignedly desiring both to live and die with you in the way of God's ordinances, wherein your petitioner hopeth in some good time or other some of the reverend Elders and himself may come to a perfect or at least a fair understanding of each other, which that we may do is the unfeigned daily prayer of your unworthy petitioner.

THOMAS LECHFORD.

The humble petiċon of ISAACKE MORRELL *&* THOMAS CARTER[1] *blacksmithes in the behalfe of themselves & the rest of the blacksmithes within this Colony.*

Shewing & informing this Court that whereas heretofore Coles have bin in this Country sold them for 30*s.* a chaldron

[1] Isaac Morrell and Thomas Carter both appear in the *Colonial Records*, but neither in connection with a petition in behalf of blacksmiths; whence I judge that it was not granted. In an entry Sept. 27, 1642, the Record says: "The

now of late they are raysed to 4ł lacking but 2*s.* chaldron, and moreover that they are forced speedily to buy them at that great price or els they can not be gotten for money but are bought up & sent away into other parts of this Continent,— and yor peticoners conceive that unlesse some speedy remedy be found out to help & prevent these mischeifes their trade will be much hurt and the commonwealth deeply prejudiced.

Therefore yor peticoners in this case humbly crave the Advice & help of this Court & shall dayly as their duty is pray for yor health & prosperity & the publicke.

Willm Edwards bound in 5ł to said Mr John Stone[1] of Hertford one servant within 12. moneth dat' 16. 7. 1639. coram Nath. Micklethwaite & meipse. [1*s.*]

To all Christian people to whome these presents shall come Wee Thomas Mayhew[2] of Watertowne in New England

Governor, Mr. Dudley, Mr. Bellingham, and Incr. Nowell are desired to consider of Goodman Morrel's petition." But no further mention being made of it, I suppose that this also remained ungranted. Carter is noted in Wyman (p. 186) as a blacksmith. Morrill was born, it was said, in 1588, came in 1632 in the "Lion," and lived in Roxbury. He had a wife and several children, and died Dec. 20, 1661.

[1] John Stone had been of Hartford, but shortly after this, if not even before, removed to Guilford. William Edwards was freeman at Hartford in 1658, although he had been there since 1639.

[2] Thomas Mayhew was at this time of Watertown, but afterwards, about 1647, together with his son, removed to Martha's Vineyard, where they had charge of the church there gathered. He came to New England before 1632, having with him his wife Jane and a son, Thomas Mayhew, Jr., the son of a former wife, at that time ten or eleven years old. Thomas Mayhew died in the Vineyard 1681. His son, Thomas Mayhew, Jr., was lost at sea in 1657, at the age of thirty-seven. This passage should correct some confusion in Savage's account of the Mayhews, father and son. Mr. Savage would make the wife of Thomas Mayhew the elder to be Grace, the widow of Thomas Paine. Jane Paine, he thinks (perhaps a daughter of Grace), was the wife of Thomas Mayhew, Jr. "Nor," he goes on, "do I believe that it was the son who was, in 1647, chosen by Thomas Paine, then fifteen years old, as with his wife Grace, guardians for him." This becomes now much clearer. If we can trust Lechford, we must believe, first, that the widow of Thomas Paine was not Grace, but Jane; second, that Thomas Mayhew Jr.'s wife, whatever her name may have been, was not the Jane Paine here spoken of; and, lastly, that whomever Thomas Paine chose in 1647 at fifteen years of age, he did choose, eight years before, his father-in-law, Thomas Mayhew, and his mother, Jane Paine Mayhew, to be his guardians.

merchant and Jane Mayhew wife of the said Thomas Mayhew sometimes wife of Thomas Payne late of London merchant guardians & tuitors of Thomas Payne an infant of the age of seaven yeares or thereabouts sonne of the said Thomas Payne and Jane Mayhew send greeting in our Lord God everlasting Knowe yee that we for divers causes & considerations us thereunto moving Doe hereby constitute ordeyne & appoint & in our place put our wellbeloved ffriends Richard Payne of Abingdon in the County of Berks gent John Shepard of Totnester & Edward Barker of Yarnbrook in the County of North^{ton} gent and John Cooke of Wanting [*Wantage*] in the said County of Berks yeoman, our true & lawfull Attorneys and Procurators jointly or severally for us & in our names and in the name of the said Thomas Payne the sonne lawfully to enter on & to make a lease or leases of all or any the [118] lands and tenements whatsoever of the said Thomas Payne the sonne situate lying & being in Whittlebury in the County of Northampton lawfully descended unto him from his ancestors or any of them for any terme of yeares not exceeding the number of seaven yeares from the time of making of such lease or leases and so as no such lease or leases be made in reversion but the same to be made only in possession and under what rent & rents and upon what covenant or condic̃ons our said Attorneys & Procurators or any of them shall see fitting And also from time to time to discharge place & displace lawfully all & singulare the tenants that now be or hereafter shall be of any the said lands or tenements and from time to time to take & receive to the use of us & the said Thomas Payne the sonne or our assignes all rents issues & profitts of the said lands & tenements wch now are due or wch at any time hereafter shall growe or be due to the said Thomas Payne the sonne or to us for him out of the premises. And further to sue for receive & recover the rents issues & proffitts of the said lands & tenements and all childs brothers or nephewes porc̃ons or parts due or that shall be due unto the said Thomas Payne the sonne of & from any person or persons whatsoever lyable to pay & render the same to the use of the said Thomas Payne & of us & our assignes for him And

generally to doe render & perform all & every such lawfull act & acts thing & things touching the premises for and in the names of us & the said Thomas Payne as we shall by any letter or writing under our hand & warrant appoint or allow to be done executed or performed as amply & fully as we in our owne proper persons may or might doe Hereby ratifying & confirming all & every thing whatsoever our sayd Attorneys and Procurators or any of them shall lawfully doe concerning the premises. In Witnesse &c dat' 18. 7. 1639. Coram:

And I John Winthrop Esqr Governor of the Jurisdicon of the Mattachusetts Bay in New England doe hereby Certify that the abovesayd Thomas Payne the sonne did upon the day & yeare abovesaid appeare before me wth the abovesaid Thomas Mayhew & Jane his wife & did then elect & choose them to be his guardians & tuitors whereupon the said Thomas Mayhew & Jane his wife sealed & delivered as their act & deed the abovewritten letter of Attorney to the use of the abovenamed Attorneys & Procurators in my presence In testimony whereof I have at the request of the said Thomas Mayhew & Jane his wife caused the Common seale of our Colony to be hereunto affixed the day & yeare abovesaid. [3*s*.]

Payd Mr Samuel Hutchinson in part of house rent — 13*s*. 4*d*. [16. 7. 1639.]

Payd Mr Micklethwayte in part of house rent & making of the writinge to Mr Richard Hutchinson — 8 — 4.

[119] John Rogers[1] of Dedham in New England makes a letter of Attorney to Arthur Draper & Daniell Rogers to receive 36^l^ of Thomas Rogers dated 17. 7. 1639. [2*s*. 0*d*.]

Elizabeth Glover[2] of Cambridge in New England widdowe for 24^l^ 10*s*. sells to John Newgate of Boston Feltmaker all that

[1] The number of John Rogerses to be found in Savage is so large, and they are so confused, that I have been unable to fix this one by the slight hold that we have on him. From the fact that no Thomas and no Daniel there noted, could be the men here mentioned, I imagine that they remained in England. Arthur Draper, for the same reason, I should imagine to be an Englishman.

[2] Mrs. Elizabeth Glover was the widow of the Rev. Josse Glover, of Sutton, in

parcell of land conteyning forty nyne acres or thereabouts lying neare Rumney marsh in New England abutting upon the sea towards the east upon the highway leading to the Lotts of divers men towards the west on the lands of Richard Tuthill on the north and the lands of Samuel Cole on the south, heretofore assigned by the Common consent of the Townesmen of B. aforesaid to Mr Joas Glover late husband of the said Elizabeth to him & his heires for ever. [1*s.* 6*d.*]

BOSTON IN NEW ENGLAND 23° Septembris 1639.

Att three score and ten days after sight of this my first bill of exchange my second and third not being payd I pray pay unto Mr Richard Hutchinson of London linnen draper dwelling at the signe of the Angell & Starre in Cheapside or his assignes the summe of sixty pounds of currant money of England for soe much here received of S^r^geant Thomas Savage of Boston aforesaid I pray make good payment & place it to account according to advice.

THOMAS ALLEN.[1]

To my loving friend Mr Roger Delbridge merchant at his house in Barnstable in the County of Devon. [1*s.*]

Borrowed of Mr George Story[2] —— 5*s.* [21.–7.]

Surrey, who died on the passage to New England. Mr. Glover, it is said, had made contract with one Stephen Day to come to America and set up a printing-press at Cambridge. Accordingly we see in Winthrop (i. 289) that Day on his arrival set up the press, although Mr. Glover had died. Mrs. Glover subsequently married Henry Dunster, afterwards the first president of Harvard College (*Savage*). Mrs. Glover is frequently alluded to in the succeeding pages of the *Note-book*. As for the land at Rumney Marsh, see *post*, p. 141.

[1] Thomas Allen. I think it most likely that this was the Rev. Thomas Allen, of Cambridge, the friend of John Harvard, though there is small ground for any decision among the three or four Thomas Allens mentioned by Savage.

[2] George Story, who is mentioned once or twice after this in the *Note-book*, I suppose to have been the one who assisted Mrs. Sherman i her suit against Captain Keayne two or three years after this. For the whole of the story about the pig, see Winthrop (ii. 69, 116). No more is known of him, however, than this, unless, says Savage, he were in 1643 of Maine.

Mr Vincent Potter[1] turnes over Willm Browne to Thomas Joye[2] of B Carpenter for such time as he was to serve Mr Potter to wit 9 yeares from the day of his arivall heere wch was the 22th day of June last : for wch he is to pay 10^l^ at receipt of the boy & 10^l^ 10^s^ Maii px & Mr Potter to pay the money covenanted wth the boy. [2*s.* 6*d.*]

John Wickes[3] of Aquednecke in New England planter to pay to William Withington[4] 31^l^ 20 dayes after sight.

BOSTON IN NEW ENGLAND, 24° Sept. 1639.

Att twenty dayes after sight of this my first bill of exchange my second & third not being payd I pray pay unto William

[1] Vincent Potter was in New England for only a short time. He came over in 1635, being twenty-one years old. For a year or two he was a soldier at the castle, but went back to England 1639 (see *ante*, 60, 65). As for William Browne, he may be the same who was admonished (*Mass. Col. Rec.*, i. 315) not to use such base speeches as he had on one occasion been guilty of. Otherwise, I fear we know him not, — unless, indeed, he be one among the thirteen William Brownes to be found in Savage.

[2] Thomas Joy is, I am happy to say, by no means such an unknown quantity. He was a house-carpenter, who was at this time only two or three years in the town. He married Joan, the daughter of John Gallop, and lived in a house on the north shore of the Town Cove (*Book of Possessions*, K. 20, p. 127), some few lots to the east of his father-in-law. He removed, however, to Hingham about 1647, and lived there until his death in 1678. As late, however, as 1660 there is a reference in the *Town Records* to the accounts of Thomas Joy and partner for building the town-house and staircases. Who the partner was I cannot say. It may have been William Browne.

[3] John Wickes had before this lived at Plymouth, where he is said first to have met Samuel Gorton, with whom he subsequently became involved. He originally came from Staines, in Middlesex, where he had been a tanner ; and leaving his brother Thomas, he went to New England with his wife and an infant daughter. At Portsmouth, where he lived, he seems to have had relations with the Hutchinsons, who remained there after Coddington and his friends had withdrawn to Newport. In 1643, however, Wickes moved across the bay to what is now Warwick, where Gorton and his company had settled. When the Gortonists were brought to Boston, Wickes was one of them, and, with six others, was condemned to confinement with hard labor and irons. Wickes was confined at Ipswich, Gorton at Charlestown, and the rest at other towns. I should imagine that he was released shortly, however, for in 1647 he was a town magistrate. He was killed by Indians 1675, at the age of about sixty-six.

[4] William Withington, of Newport, was a carpenter. His name is merely noted by Savage as being on the list of freemen in 1655. The name occurs several times in the *Note-book*.

Withington of Aquednecke in New England planter or his assignes the summe of thirty-one pounds currant money of England for so much of him heere received I pray make good payment & place it to account according to advise.

JOHN WICKES.

To my loving brother Mr Thomas Wickes dwelling in Stanes in the County of Midl. [1*s.*]

BOSTON 26. Sept. 1639.

Att twenty eight dayes after sight of this my first bill of exchange my second & third not being payd I pray pay unto Mr Richard Hutchinson of London lynen draper dwelling &c. 40^l^ for so much here received of S^r^geant Thomas Savage.

JOHN WICKES.

To Mr Tho Wickes *ut supra* and 40^l^ more 30 Sept. At 40 dayes sight. [1*s.* 14^l^ 10*s.* upon 14 dayes &c.]

[120] I John Winthrop Esqr. Governor of the Mattachusetts Bay in New England doe hereby Certify unto all manner of persons whatsoever whome it may concerne that Isaacke Allerton merchant hath no visible estate reall or personall heere in this Jurisdiction or Country for the present to my knowledge and yet I am well acquainted wth him & his trade & dealings in this Country And thus much I have thought good at the request of Mr Thomas Allyn to testify in witnesse whereof I have caused the Common seale of our Colony to be hereunto affixed the 26th day of Sept. Anno Dmi 1639. [1*s.*]

Isaacke Allerton of New Plimmouth in New England merchant aged about 53 yeares sworne saith that the ship White Angell was heretofore in the yeare of our Lord 1631 bought at Bristoll of Alderman Aldworth by this deponent to the use of Mr James Sherley Mr Richard Andrewes Mr John Beauchamp of London merchants[1] Mr Timothy Hatherley then of London feltmaker

[1] Shirley, Andrews, and Beauchamp were the London merchants to whom the Plymouth people looked for support and aid; they were their business correspon-

& this deponent, but this deponent saith that the said Timothy Hatherley did afterwards refuse to accept of the said bargaine. And this deponent saith that the ship Frendship was heretofore hired & victualled by this deponent in the yeare aforesaid for the use of the said Mr Sherley Mr Andrews Mr Beauchampe Mr Hatherley and all the partners & purchasers of the plantation of Plimmouth aforesaid. And further this deponent saith that afterwards divers losses falling out upon the said ship Friendship the said Mr Hatherley and this deponent did in the behalf of themselves & the said Mr Sherley Mr Andrews & Mr Beauchampe agree & undertake to discharge & save harmlesse all the rest of the said partners & purchasers of & from the said losses for two hundred pounds.[1] [1s.]

denta. The business affairs of the Plymouth Colony with these merchants, as conducted by Allerton, form a great part of the subject-matter of Bradford's *History*, which must be read by any one who would entirely understand these matters.

[1] There is not here space enough to go at length into the transactions alluded to in this case. Isaac Allerton, the business man of the Plymouth Colony for many years, in 1631 surprised and grieved his New England friends by bringing across the Atlantic these two ships, the "White Angel," a trading vessel, and a fishing ship, the "Friendship." The following is from a letter from James Shirley to his Plymouth partners: —

"Gentle-men, partners, and loving friends, &c., — Breefly thus: we have this year set forth a fishing ship and a trading ship, which later we have bought; and so have disbursed a greate deale of money, as may and will appear by ye accounts. And because this ship (called ye White Angell) is to acte 2. parts, (as I may say,) fishing for bass, and trading; and that while Mr Allerton was imployed about ye trading, the fishing might suffer by carelesnes or neglecte of ye sailors, we have entreated your and our loving friend Mr Hatherley, to goe over with him, knowing he will be a comfort to Mr Allerton, a joye to you, to see a carefull and loving friend, and a great stay to ye bussines."

Upon which Bradford comments as follows: —

"It needs not be thought strange that these things should amaze and trouble them; first, that this fishing ship should be set out . . . And now a ship to come on their accounte, clean contrary to their both end & order, was a misterie they could not understand; and so much ye worse, seeing she had shuch ill success as to lose both her voiage and provissions. The 2. thing, that another ship should be bought and sent oute on newe designes, a thing not so much as once thought on by any here, much less, not a word intimated or spoaken of by any here, either by word or letter, neither could they imagine why this should be. Bass fishing was never lookt at by them, but as soon as ever they heard on it, they looked at it as a vaine thing, that would certainly turn to loss. . . . At length Mr Hatherley & Mr Allerton came unto

A note given by Mr Tho: Savage to pay 20l upon 20 dayes sight after notice of 40l payd Mr Richard Hutchinson of London by John Wickes to be payd to the said John Wickes or his assg. Dat' 26. 7. 1639. Coram me. [6*d.*]

Mr David Offley[1] & Eliz: his wife make a letter of Attorney to Mr Edward Woolcott Mr Henry Woolcott Richard Payne & Christofer Atkins or any of them to let & sell receive rents & profitts & to sell their interest of & in their coppihold lands in Glaston for what money they are well worth in time of peace dated 26. 7. 1639. [1*s.* 6*d.*]

[121] A letter of Assignment & Attorney made by Mr John Stratton[2] of Salim to Mr Richard Hutchinson to receive 50l of Mr John Harrison upon a writing under his hand of 100l penalty dated 26. 7. 1639.

And I John Winthrop Esqr governor of the Jurisdiction of the Mattachusetts Bay in New England having seen these presents signed sealed & delivered & taken the oath of Adam Winthrop[3] my sonne aged about [nineteen] yeares testifying

them, (after they had delivered their goods,) and finding them strucken with some sadness aboute these things, Mr Allerton tould them that ye ship Whit. Angell did not belong to them, nor their accounte, neither neede they have anything to do with her excepte they would" (*Bradford*, 270 *et seq.*).

[1] David Offley, of whom we have heard before, was of Boston, and had a house and garden on what is now Essex Street, near Chauncy. He was a member of the Artillery Company. Removed to Plymouth 1643, says Savage, for which see *Plymouth Colony Records*, ii. 57; but the date of the *Book of Possessions* (F. 106, p. 87) being some years later than this, I suppose that he moved back again, as Savage inferred. He is not mentioned in the *Town Records* after 1639; but that does not prove that he did not live in the town, for he might have been both unimportant and inoffensive.

[2] Mr. John Stratton, of Salem, is a man of whom we hear more later on a different subject. He came to Salem from Scarborough, where he was as early as 1633, and is supposed to have moved to Easthampton, L. I., about 1643. He is mentioned several times in the *Colonial Records*, in various ways, — once as being fined for lending a gun to an Indian; again, as helping to run the line three miles north of the Merrimac. For a continuation of this particular case, see *post*, p. 126.

[3] Adam Winthrop, fifth son of John Winthrop, came over in the "Lion" 1631; married Elizabeth, daughter of Mrs. Glover, of whom mention has already been made, and with her lived on Governor's Island, in the Harbor. He died Aug. 24, 1652.

that he sawe the said John Harrison subscribe the said bill or writing & that the said Adam did subscribe his name also thereto as a witnesse as thereby appeareth wch bill or writing was shewed unto the said Adam at the time of taking his said oath I have thought good at the request of the said John Stratton to certifye the same in testimony &c. [1*s.* 8*d.*]

A letter of Assignment & Attorney made by the said John Stratton to the said Richard Hutchinson to receive the said 50^l^ of Mr John Harrison upon another bill dated 8 July 1639. dat' 26. 7. 1639. [1*s.*]

A Coppy of both these bills, with this Certificate.

Forasmuch as the abovenamed John Stratton hath assigned the summe of fifty pounds due unto him from the abovenamed John Harrison by the said bills or writinge or one of them both being for the same debt unto Richard Hutchinson Citizen & ironmonger of London & intendeth accordingly to send over the said bills or writings to him & least the same should miscarry these Coppies have bin taken thereof, I John Winthrop Esqr Governor of the Jurisdiccon of the Mattachusetts Bay in New England having examined the said Coppies by the originalls doe fynde them to accorde verbatim. W^ch^ at the request of the said John Stratton I have throught good to Exemplifye. In testimony whereof I have hereunto caused the Common Seale of our Colony to be affixed this xxvi th day of September Anno Dñi 1639. [1*s.*]

Henry Jackson of Watertowne in New E: planter makes a letter of Attorney to Edward How[1] of Watertowne One of the Elders of the Church there to receive all his debts in New England according to the bills wch are given him. [1*s.*]

Be it knowne unto all men by these presents that I Elizabeth Glover of Cambridge in New England widdowe have

[1] Edward How, of Watertown, was "freeman May 14, 1634, ruling elder, often selectman, and representative." Died June 24, 1644. Henry Jackson, though not often mentioned, is known to have been a lessee of a fishing weir there, and is thought to have moved to Fairfield, where he had some estate.

received of John Harris Doctor of Divinity & warden of the College neare Winchester & of Richard Davys Citizen & merchant of London Executors of the last will & testament of Josse Glover late of London my husband Deceased the summe of five hundred pounds of lawfull money of England being parte of the goods & chattels of the said Josse Glover at the time of his death & by him bequeathed unto me the said Elizabeth by the said last will & testament and I doe hereby remise release & forever quitt clayme unto the [122] said John Harris & Richard Davys their executors & administrators all & all manner of actions & demands concerning the said five hundred pounds in witnesse &c 27. 7. 1639. 4 of these acquittances all before R. Bellingham: Tho: Hawkins Nehemiah Boarne[1] & myselfe. [2. 8*d.*]

A letter of Attorney made by Valentine Hill to Mr Richard Hutchinson to receive [*blank*] of Mr John Harrison dated 26. 7. 1639. [1*s.*]

Mrs Glovers Inventory. [2*s.*]

[1] These three names are in the same way appended as witnesses to a letter of attorney, a few pages farther on, from this Mrs. Glover to Joseph Davis and Thomas Hawkins. Mr. Bellingham was at this time an assistant. Thomas Hawkins, usually called Captain Hawkins by Winthrop, was originally of London, though he owned land in Charlestown, and lived in Boston and in Dorchester for some years, and was a deputy from the latter place. His business was that of a shipwright, but he was also a merchant, and part-owner of many vessels. He was to some extent mixed up in the D'Aulnay and De La Tour complication, which we can hardly touch here. He is several times mentioned in Winthrop. Savage, in his notes, supposes him to have died abroad (in 1648), — which is likely enough, as he passed the greater part of his time on the water, and was quite as likely to be in London as in Dorchester. At the time of his death he owned property in Dorchester and Boston. He had business connections with Captain Edward Gibbons, of which we find notice *post*, p. **213**. Nehemiah Bourne was a Charlestown shipbuilder. He also lived at Dorchester for some time, and a year or two after this moved to Boston. In 1644 he went to England, as major of the regiment of which Israel Stoughton was lieutenant-colonel. He is said to have commanded a ship-of-war under the Parliament. He came back again to Boston, but returned to England, and died in 1691. See *Hist. and Geneal. Reg.*, xxvii. 26–36.

Mr John Humfrey bound to Mrs Eliz: Glover in eighty pounds to pay at 2 moneths or els to give cattell in payment according to the rates of the Country at the time. [6*d.*]

Mr Joseph Davys merchant [Thomas] Hawkins Attorneys for Mrs Eliz: Glover to receive &c of Dr. Harris & Richard Davys the Executors all the estate.

Thomas Watson[1] late of Duxbury planter makes a letter of Attorney to Stephen Tracy of the same planter to receive all moneys. Stephen Tracy 46*s.* Thomas Goodman 53*s.* John Moore 5*s.* 4*d.* John Barker 4*s.* John Groome 20*s.*: Anna Watson daughter of John Watson Deceased dwelling with her mother in lawe Elizabeth the wife of John Grey dwelling neare Quinapeage is to have all this & his truncke with the goods in it if he dye before he come or send over. John Groome is to pay this 20*s.* to himselfe when he comes over or upon notice from him to his Attorney.

Knowe all men by these p^r^sents that I Elizabeth Glover of Cambridge in New England widdowe doe hereby constitute ordeyne and in my place put my wellbeloved friends Joseph Davys of London merchant & Thomas Hawkins merchant my true & lawful Attorneys for me & in my name to demand & receive of John Harris Doctor of Divinity & Warden of the College neare Winchester and of Richard Davys Citizen & merchant of London Executors of the last will & testament of Josse Glover my late husband deceased all and all manner

[1] Here are more of the arrangements of Thomas Watson purposing to return to England. Stephen Tracy, his attorney, had been in New England for a long time, having come to Plymouth in 1623. He did not, however, remain in the country, but went home to England in 1655. John Grey and his wife, it may be remembered, sold their house in Lynn to Valentine Hill. Savage calls the wife of John Grey the Widow Elizabeth Watson; she was probably step-mother of Anna Watson. The others are more difficult to identify. John Groome, who was to pay 20*s.* to himself when he came over, never did come over that I know of. It may be that he transacted the business with Thomas Watson when he met him in England. John Barker, it is recorded, moved to Marshfield from Duxbury 1638, and was drowned 1652. The names of John Moore and Thomas Goodman are not found elsewhere.

of summes of money goods & chattels given & bequeathed to me by my said husband in & by his said last will & testament and upon receipt of the said summes of money goods & chattels for me & in my name to give make & deliver unto the said Executors sufficient & legall acquittance & acquittances release & releases But in case the said Executors shall refuse upon demand to paye & deliver to my sayd Attorneys the said summes of money goods & chattells then I doe hereby authorize [123] and appoint my said Attorneys for me & in my name to sue & impleade the said Executors & their executors and administrators and all other administrators of the goods & chattells rights & credits of the said Josse Glover not administered that shall be whatsoever for the said summs of money goods & chattells and the same of them & every [one] of them by due processe to recover for me & in my name & to my use & behoofe. And further for me & in my name to make doe & execute all & every other lawfull & reasonable act & acts thing & things requisite for the receipt & recovery of the said summes of money goods & chattells as powerfully & effectually as I myselfe in my owne proper person might or could doe Hereby ratifying & confirming all & whatsoever my said Attorneys or any two of them in case one should dye shall lawfully doe in the p'mises In witnesse &c 27. 7. 1639 coram Ric: Bellingham. Tho: Hawkins Nehemiah Bourne & myselfe. [2. 6.]

A peticon for Nicholas Frost[1] of Pascattaquay mason to the Governor & Deputy & the Assistants neare at hand.

A letter of Attorney made by Katherine Earwing of Dorchester widdow to Nehemiah Bourne of Dorchester merchant & Anthony Earwing of London mariner to receive all moneys due to her in England. [1s. 16.]

[1] Nicholas Frost was banished seven years before this for theft, etc., committed on the Indians at Damerill's Cove. He was once before this, in 1635, punished by a fine of £5 (which was remitted him, by the way). Whether he were ever pardoned I do not know. In 1647 he was still living at Pascattaquay, with certain associates, "in a most ryotous, mutinus & turbulent maner." He died in 1663. The full text of the petition is given in the course of a page or two.

A letter of Attorney made by Nehemiah Bourne to Mr Samuel Shepheard[1] of Cambridge gent whereas he hath payd a 100^l^ to Mr Nath Eaton for wch he hath given 3 bills of exchange charged on Mr Thomas Adams of London woollendraper to inquire of him what authority order or power he hath received from Mr Adams to charge the said bills on him & if in case he cannot produce & shew such lawful authority in writing then to sue him to put in sufficient security.

Me Elizabeth Glover de Cantabrigia in Nova Anglia wid tener' &c Joseph Davys de London mercatori in 350^l^ Dat' 27. 7. 1639. [1*s.*]

The condiĉon of this obligation is such that whereas the abovebounden Elizabeth Glover heretofore charged certaine bills of exchange upon the abovesaid Joseph Davys for three hundred & thirty pounds wch he accordingly payd to one Mr Greensmith & one Mr Foote, if heretofore the executors of the last will & testament of Josse Glover late of London Deceased late husband of the said Elizabeth, shall allowe and suffer the said Joseph Davyes to pay them so much the lesse upon the bonds by him made unto the said Josse Glover in his life time & shall thereof remise release & quittclayme the said Joseph Davys his heires executors & administrators all actions & demands concerning the said three hundred pounds then &c.

[1] Mr. Samuel Shepard was one of the prominent citizens of Cambridge. He came over in 1635 from London, and became a member of the church under his brother, the Rev. Thomas Shepard. He returned to England some time after this, and served in Ireland in the Civil War. Nathaniel Eaton, of Cambridge, was the brother of Governor Eaton of Connecticut, and was first head of Harvard College (though not called president). He fell into disgrace in Massachusetts on account of his treatment of one Brisco, a scholar; and, on being censured by the court, he fled to Pascattaquay, and thence to Virginia, where, according to Winthrop, he spent the greater part of his time in a state of intoxication,—which, it would seem, was the custom of the country at that time. He finally went home to England, and there died. There is much about Eaton in the *Note-book* after his flight, but unfortunately no allusion to his cruelty to Brisco. The whole story is told in Winthrop at great length (i. 308, 313). There is also in Winthrop a note by Savage regarding the manner in which the scholars were treated, in connection with which it may be interesting to compare the *Note-book*, p. 201, *post*, in regard to Samuel Hough, one of Eaton's scholars.

[124] Josiah Stanborough[1] of Lynne in New England planter & Frances his wife daughter of Henry Gransden of Turnbridge in the County of Kent Deceased, whereas the said H. Gransden in his life time stood lease of certaine lands & tenements in Tunbridge & at Stansted also in Kent wch lands were bequeathed with certaine rent charge among other things of 5^{l} a yeare to the said Frances by the last will & testament of the said H. G. & were also descendible to Joane Alice Anne Mary Frances Sarah & Martha his daughters notwithstanding Alice Gransden wid hath sold the said lands & tenements in Tunbridge: to sue her in the Court of Requests or Chancery to pay them their parts as well as the 4 elder wch is 200. Attorney Richard Young Citizen & cooper of London. [1*s.*]

The humble petičon of Nicholas Frost mason. Showeth that whereas yor petičoner being a banished man and notwithstanding having he trusteth in some measure through the grace of God repented of his sinnes & trespasses wherefore he was iustly banished and being before yor worpps some time since the said Sentence of banishment he conceived by some words then spoken by some of yor worpps that he might come into this Jurisdiction about his necessary businesse & affaires yor petičoner did in simplicity of his heart not intending any contempt repayre hither about his occasions; but since he understands that there is no order entered yet for revocation of the said Censure he knoweth he hath offended and is heartily sorry therefore & Humbly prayeth he may be for this time discharged of his imprisonment & he promiseth never to come hither againe without Licence by Order of the Generall Court & shall as his duty bindes him pray for yor worpps. [1. 6.]

Knowe all men by these presents that I Nehemiah Bourne of Dorchester in New England merchant doe hereby constitute ordeyne & in my place put my wellbeloved ffriend Samuel Shepheard of Cambridge in New England gent my true &

[1] Josiah Stanborough moved to Long Island, perhaps in the same company as John Stratton. He settled in Southampton, and died there 1639. Nothing of his antecedents is known to enlighten the present facts.

lawfull Attorney for me & in my name to sue arrest & impleade Nathaniel Eaton of Cambridge aforesaid gent for the summe of one hundred pounds wch he received of me upon or about the [*blank*] day of [*blank*] last past and wch he oweth me & the same of him his executors & adm^rs^ to recover to my use unlesse he or they can shewe sufficient authority order & power in writing that he had to charge the said one hundred pounds upon Thomas Adams of London Woollendrap. by certaine bills of exchange And further to doe any other lawful act or thing touching the premises as effectually & powerfully as I myselfe in my owne ꝑper person might or could doe Ratefying &c. [1. 6.]

[125] Mr Willm Leigh of Gratoton in Suff & his wife a letter for Martha Hancock for service goodman Golston goodman Newton Mather Stephen Gostlin and their wives & to Eliz. Jorden & to the rest & to her Cosin Harbert & his wife, especially to her brother Robert.[1]

A letter of Attorney for Henry Grey[2] now of Boston in N. E. t. & heretofore citizen & m^r^chant t of London to Joseph Young mariner to receive & recover 8^l^ of George Spencer dat' 28. 7. 1639. coram. [1*s*.]

[1] I believe all these persons to be at this time in England. The names of Golston, Newton Mather, Stephen Gostlin, are not to be found in Savage's *Dictionary*, while it seems impossible to identify Martha Hancock, Cousin Herbert, and Robert Hancock on the slight information here given. It is curious that so marked a name as Mather should appear with the unknown Christian name of Newton. Mr. Richard Mather, the father of Increase, was at this time in America with his sons, the eldest of whom was thirteen years old. It may be that Newton Mather was related to him. I have not come across the name in reading the *Magnalia*, nor indeed anywhere save here. The omission of any place of residence would lead one to doubt their being in New England at this time.

[2] This name is mentioned four times in the *Note-book*, and each time in so cursory a manner that speculations as to the identity are almost useless. First, Henry Gray is spoken of (*ante*, p. 47) as an honest young man with a brother who is a citizen of London. In this place Henry Gray was formerly a citizen and merchant of London himself. The next mention (p. 141) is in a bill of exchange drawn by his brother William Gray on Jeremiah White, of Plymouth; and, lastly (p. 176), there is a deed of a house from one Henry Gray of Boston to Thomas Lechford. In the *Boston*

I Thomas Watson[1] late of Duxbury in New England planter purposing God willing to imbarke myselfe for England very shortly & considering the fraylty of my life I thought good & do make my will in this manner I commend myselfe my soule & body unto the dispose of the Almighty & touching a few debts & goods that I have heere I give & bequeath them unto my neice Anna Watson daughter of John Watson Deceased dwelling wth her mother in law Elizabeth the wife of John Grey dwelling neare Quinapeage; that is to say forty six shillings owing to me by Stephen Tracy, fifty three shillings owing to me by Thomas Goodman five shillings foure pence owing to me by John Moore foure shillings owing to me by John Barker and twenty shillings owing to me by John Groome, & one truncke of clothes & other things wch I have leaft with John Stevanes of Boston tayler, And I name my executor hereof the said John Grey. Witnesse my hand the 28. 7. 1639. [1. 6.]

Knowe all men by these presents that we Josiah Stanboraugh of Lynne in New England planter & Frances his wife Daughter of Henry Gransden late of Tunbridge in the County of Kent gent Deceased doe hereby constitute ordeyne & in our place put our wellbeloved & trusty ffriend Richard Young Citizen & Cooper of London our true & lawfull Attorney for us & in our names to demand & receive of and from Alice Gransden of Tunbridge aforesaid widdowe all such summes

Town Records is mention of Henry Gray, a tailor. Besides this, Savage mentions Henry Gray, Fairfield, 1643, with wife Lydia. Otherwise, I find no mention of Grays or Greys either. Mr. Trumbull thinks that there was but one Henry Grey, a tailor of London and afterward of Boston, who had a wife Lydia. He calls John Grey (*ante*, p. 123) and Henry Grey brothers, and supposes their wives to be Elizabeth and Lydia, daughters of William Frost, of Nottingham. See *Conn. Col. Rec.*, i. 465, and Lechford's *Plaine Dealing*, p. 101 (Trumbull's ed.). As for George Spencer, there is mention of one of his name being punished for receiving stolen goods (*Mass. Col. Rec.*, i. 203).

[1] This is the last mention of Thomas Watson, who probably did sail for England as he purposed; though whether he ever reached the country in safety we can hardly be sure. To the facts stated about those indebted to him I regret that I can add nothing. I have learned nothing of them, nor of John Stevens, — a name which occurs frequently in Savage.

of money as are due unto us for our parte of the lands & tenements in Tunbridge aforesaid whereof the said Henry dyed seized & wch together wth other lands & tenements were charged with a certaine rent charge or annuity to us or one of us payable by vertue of the last will & testament of the said Henry Gransden whereof the said Alice was made Executrix & who proved the same, wch lands and tenements were also lawfully descended unto us or one of us together with ye six other sisters of me the said Frances wch lands & tenements the said Alice hath sold & passed away to [*blank*] of [*blank*] his heires & assignes and hath satisfyed & payd the foure elder sisters of me the said Frances for their parts of the said lands & tenements but hath not yet payd us or either of us for our said parte thereof And upon receipt of the said summes of money for us & in our names to make & give a sufficient & legall release and discharge for the same & for the said rent charge or annuity unto the said Alice and further to make & execute any other reasonable and lawfull act or deed acts or deeds for the firme conveyance of our interest in the premises unto the said Alice or [*blank*] and their or either of their heires or to any other person or persons whatsoever as the said Alice shall appoint And in such case we grant that we will make & levy & execute or cause to be made levyed & executed any other reasonable assurance or assurances in the lawe whatsoever for the settling of the premises accordingly as the Counsel learned in the Law of the said Alice shall advise or require so that for the doing levying & executing thereof we be not [126] compelled to travell forth of the Jurisdiccon of the Mattachusetts Bay in New England. But in case the said Alice shall refuse to satisfye & pay the sayd summes of money to our said Attorney then we doe hereby Authorize & appoint our said Attorney by advice of good Counsell learned in the law to sue arrest & implcade the said Alice & her heires executors & administrators and the said [*blank*] all or any of them in his Mats Courts of equity & iustice thereby to compell her & them to reconvey & settle the said lands & tenements in such estate & condition as they were in at the time of the death of the said Henry and also to recover of & from her & them our said

Rent charge or annuity Hereby ratifying all & whatsoever our said Attorney shall lawfully & reasonably doe in the premises In witnes &c 28. 7. 1639. [5 – 8. r in pte 5*s*. 1 – 8 – 1639.]

A letter to Mr Harlow[1] fr^o^ Mr Stanborough in this matter.

A letter of Attorney made by John Stedman[2] to Mr Tho: Hawkins to receive of the executors of Mr Glover 50^li^ legacy dated 28. 7. 1639. & a release to the Executors.

And I John Winthrop Esqr. Governor of the Jurisdiction of the Mattachusetts Bay in New England having seen these presents signed sealed & delivered by the abovenamed Josiah Stanborough & Frances his wife to the use of the abovenamed Attorney have thought good at the request of the said Josiah & Frances to Certifye the same and the rather that it might appeare unto all whome it may concerne that the said Josiah & Frances are at this time in full life & health In testimony whereof I have caused the Common seale of our Colony to be hereunto affixed the said last day of September 1639.

Me Johen Elford[3] de Salem in Nova Anglia Nauta tener' Johi White de Dorcesteria in com Dor^st^ Cl'ico & Thome Busteed de eadem Gen in 24^li^ coram me et Willo Pierce[4] iund. 31. 7. 1639.

[1] Mr. Harlowe may have been the young man (mentioned by Savage as a means of introducing his three wives and thirteen children) who had been living at Lynn, but was now at Sandwich or Plymouth. More probably however he was in England.

[2] John Stedman, of Cambridge, came from England in the same year, and probably in the same ship, with the Rev. Josse Glover. He was often selectman of Cambridge, and in 1645, "on the town's request, he was established Ensign of the company there," says the *Colonial Record*. He died in 1693, being ninety-two years old.

[3] John Elford, of Salem, was in 1630 in trouble on an accusation of murder of one Thomas Puckett; but I cannot find out that the case was ever decided one way or another. He was excommunicated in 1639, says Savage, who classes him with "Roger Williams and other outcasts." He is called here "*de Amstelodam*," but the phrase was crossed out and "*nuper de Salem*" substituted. "*Cl'ico*" perhaps is short for *Clerico*. This would be naturally enough applied to the Rev. John White of Dorchester, England. [T.]

[4] There were two persons of the name of William Pierce, each sufficiently

Condic̃oned to pay 12ⁱ 6*s*. 6*d*. upon the 29. Sept 1640 at or in the house called or knowne by the signe of the King of England Bristoll & upon the [*illegible*] in Amsterdam being the house of Constantine Welles. [1*s*.]

Knowe all men by these presents that I John Stratton of Salem in New England gent. for and in parte of payment of fifty pounds wch I owe unto Valentine Hill of Boston in New England mercer doe hereby give & grant unto the said Valentine Hill all that my lott or farme granted and assigned to me by the Townsmen of Salem aforesaid conteyning one hundred acres or thereabouts be it more or lesse lying & being in the village within the precincts of the said towne of Salem neare the lands of Mr Hawthorne[1] & Lieutenant Davenport wth the appurtenances To have & to hold the said lott or farme wth the appurtenances unto the said Valentine Hill his heires & assigns for ever I say in parte of payment of so much of the said fifty pounds as the said premises are well worth but if the premises are worth fifty pounds then in full payment of the said fifty pounds [127] then what in value the same shall come shorte of the said fifty pounds I or my heires executors or adm^rs, shall & will pay & satisfy unto the said Valentine Hill his executor or administrators as soone as the said Valentine Hill shall receive newes from England that the said fifty pounds are not or cannot be recovered of John Harrison gent by vertue of one letter of Attorney made by me unto Richard Hutchinson Citizen & Ironmonger of London upon a bill or writing

important. I take this one to be Mr. William Pierce, who came, in 1633, in the "Griffin" with John Cotton and Hooker and others (for whom see *Winth.*, i. 109). The other man of the name was Captain William Pierce, a prominent merchant, of whom mention will be made later.

[1] I am sorry not to be able to place exactly the lot here referred to. Mr. Hawthorne was probably William Hathorn, who came in the "Arbella" with Winthrop, and moved to Salem about 1634. He was often a representative, and served as a captain or major in King Philip's War. Lieutenant Davenport was one of the earliest inhabitants of Salem, having come, in 1628, with Endicott. He was an ensign in 1634, and in 1636 was a lieutenant in the Pequot War. He was subsequently captain of the castle in Boston, where he had moved, and was killed by lightning in 1665. (For the letter of attorney, see *ante*, p. 121.)

whereunto Adam Winthrop was witnesse according to appointment of the said Valentine Hill & to the said Richard Hutchinson his executors administrators or assignes according to the said letter of Attorney then this present gift & grant shall be voyd & of no force. And I further Covenant promise & grant to & wth the said Valentine Hill that I will pay all costs and charges to be expended in the endeavour to recover the said fifty pounds of the said John Harrisson if the same shall not be recovered of him. In witnesse &c. [1. 6.]

John Bourne [1] bound to Mr Nehemiah Bourne for 6 yeares if he will undertake at his coming from England to instruct him in the trade of a shipwright if not for 4 yeares dated ult Sept 1639. coram me & T. Savage. [2*s*.]

A letter of deputacon by Mr Nehem: Bourne to Hannah his wife to receive debts &c dated ult 7. 1639 coram Tho: Savage & meipe. both these. [1*s*.]

Knowe all men by these presents that I Walter Blackbourne late of Roxsbery in New England Planter doe hereby for 21*l* to me in hand payd by William Cheney of Roxbery aforesaid planter doe hereby grant bargaine & sell unto the said William Cheney all that my dwelling house in Roxberry aforesaid with the lands & ground heretofore by me bought with the same that is to say six acres of upland meadowe more or

[1] I cannot say who John Bourne is, but think that he is not mentioned by Savage. Possibly he never came over from England. Much is found in the *Note-book* in regard to transactions between Walter Blackburne and William Cheney, as well as the proceedings of Elizabeth Blackburne after her husband's departure for Europe. I suppose this house and land to be the same that he bought of Nicholas Parker (*ante*, p. 35). He moved into Boston after selling this house, and lived on Washington Street, about opposite the spot where the Old South Church now stands. This I infer from the deeds in Lechford (*post*, pp. 215, 216), in which Elizabeth Blackburne transfers this lot to Francis Lisle, barber (see also *Suff. Deeds*, i. 20). The lot may be found in the reprint of the *Book of Possessions* (F, 65, p. 83) with this note: "Walter Blackburne had his lot, which Elizabeth . . . sold in 1641 to Francis Lyle the barber." Blackburne's lot was said to be in the "Centry Field." Perhaps the site in the *Book of Possessions* could not come under this head; in which case I suppose there were two lots.

lesse six acres of salt marsh more or lesse sixteene acres in a greate lott with a Common fence nyne acres & an halfe of wooddy upland unfenced twelve acres of a rocky woody lott fenced tenn acres belonging to the said house and two acres more or lesse by me heretofore also purchased at another time and also the Cowe house or barne set up but not quite finished & all my hay upon the premises wth the appurtenances and all writings concerning the same that I have in my custody To have & to hold the said house & dwelling & all and singulare the premises wth the appurtenances whatsoever unto the said Willm Cheney his heires & assignes for ever In witnesse &c. dat' ult 7. 1639. [1. 8.]

Mc Willm Cheney de Roxberry in Nova Anglia plantator tener' Walter Blackbourne in 110^{l} dat' ult die Sept 1639.

Condic̃oned for payment of 55^{l} 29. 7. 1640 at the dwelling house of the said Walter in Boston. [1.]

This Indenture made the last day of September in the 15th yeare of the raigne of our Soveraigne Lorde Charles now King of England &c Annoq̃ Dmi 1639, Betweene Walter Blackbourne late of Roxberry in New England planter of the one parte And William Cheney of Roxberry aforesaid planter of the other parte Witnesseth that the said Walter Blackbourne for divers good considerations him [128] thereunto moving doth by these presents grant alien & enfeoffe unto the said William Cheney eight acres of salt marsh more or lesse lying in Roxberry aforesd And five acres of upland whereof three acres are ploughed & some broken up & fenced And twelve acres & an halfe of upland wooddy ground unfenced wth all my posts & rayls provided to fence the same wth the appurtenances. To have and to hold the said lands & premises wth the appurtenances unto the said Wm Cheney his heires & assignes for ever Yeilding & paying unto the said Walter Blackbourne his heires & assignes for the premises the yearely fee farme rents following that is to say for the said eight acres of salt mrs three pounds for the said five acres of upland ploughed broken up & fenced foure pounds & for the said twelve acres and an

halfe of upland wooddy ground unfenced twenty shillings at two termes in the yeare that is to say the twenty fifth day of March and the twenty nyneth day of September by equall porcons to be payd Provided allwayes that whensoever the said William Cheney his heires or assigns shall pay unto the said Walter Blackbourne his heires & assignes the summe of twenty foure pounds for the said eight acres of salt marsh then the said rent thereof shall cease & the said William Cheney his heires & assignes shall have the same to him & them his & their heires & assignes in absolute ffee simple for ever and whensoever the said William Cheney his heires or assignes shall pay unto the said Walter Blackborne his heires or assignes twenty pounds for the said five acres of upland plowed & broken up & fenced then the said rent thereof shall cease & the said William Cheney his heires & assignes shall have the same to him & them his & their heires & assignes in absolute fee simple for ever and whensoever the said William Cheney his heires or assignes shall pay unto the said Walter Blackborne his heires or assignes twelve pounds & ten shillings for the said twelve acres & halfe of upland wooddy grounds unfenced then the said rent thereof shall cease & the said William Cheney his heires & assignes Shall have the same to him & them his & their heires & assignes in absolute fee simple for ever. In witnesse &c. ult 7. 1639. [3*s.* 6.]

Articles of agreement indented made the last day of September anno RRS. Caroli nunc Anglii &c. Annoq̃ Dñi 1639. Betweene Walter Blackborne late of Roxberry in New England planter of the one parte & Willm Cheney of Roxberry aforesaid planter of the other parte as followeth.

1. Imprimist he said Walter Blackbourne agreeth & puttes six Cowes to keeping unto the said William Cheney from the day of the date hereof for three yeares fully to be compleat & ended.

2. Item the said Willm Cheney agreeth & undertaketh well & carefully to keepe & looke to the said Cowes & their living increase and to fynd & provide sufficient hay fodder & all necessarys for them during the said terme.

[129] 3. Item it is agreed betweene the said partys that once a yeare during the said terme the living increase of the said cowes shall be equally divided to & betweene the said partyes.

4. Item that if during the said terme any of the said cowes dye the said partyes shall equally beare the losse thereof & also equally repaire such losse by making up the said number of six cowes forthwith upon such Death.

5. Item the said Walter Blackborne agreeth & promiseth to pay halfe the Country rates but not any of the towne rates wherewthall the said Cowes shall be charged during the said terme.

6. Item the said William Cheney agreeth & promiseth to redeliver the said six cowes or others in their roome from time to time to be repayred & made up as aforesd if any of them dye at the end of the said terme together wth halfe the living increase of them unto the said Walter Blackbourne his executors administrators or assignes. In witnesse &c. [2. 6.]

Michael Williamson[1] & Anne his wife make a letter of deputation & procuratorship to Anthony Stapley of Patcham in Sussex Esqr to rec of Elizabeth Geere of Lewis in Sussex widdowe Executrix of the last will & testament of Dennis Geere late of Saugost deceased 50^{l} legacy given by him to the said Anne by the name of Anne Panckhurst. Dated 2. 8. 1639 Coram Tho: Savage & meipō —— wth the Certificate of their marriage by the Go^{vr} under the Common seale. [1*s.* 8*d.*]

And their release to the said Executrix for the same. [8*d.*]

A letter to Mrs Geere. And a release conditionall to Mr Stapley. [6*d.*]

Robert Harding[2] of Boston mercer conveys one acre & halfe of upland & one acre & halfe of marsh ground lying in Hogg Island wch were assigned to him by the Townesmen of

[1] "Michael Williamson," says Savage, "Ipswich, came in the 'Planter' early in 1635, aged thirty, as one of the servants of George Giddings; and I would gladly learn more of him, for in three or four years after he is heard of in Rhode Island." See *post*, p. 171.

[2] Robert Harding moved soon after this to Rhode Island (*Savage*).

Boston, and one acre of upland and three quarters of an acre of marsh wch was the lott of Barnabas Derriford[1] and one acre of upland and three q^rtrs^ of an acre of marsh wch was the lott of John Pemberton to S^r^geant Tho: Savage & his heires for 4^l^ 10*s*. [1*s*.]

Me Will Cheney de Roxberry in Nova Anglia plantatore tener' &c Waltero Blackborne in 56^l^ 10*s*. dat' ult 7. 1639. Coram.

Condiçoned to pay the rent according to the aforesaid Indenture. [1*s*.]

A mortgage of the first lands wth the Dwelling house by William Cheney to Walter blackborne wth proviso to redeliver the 6 cowes wth their living increase at the 3 yeares end according to the said Articles & to fullfill the articles &c.

A letter for Mr John Johnson[2] to Mr Willm Pincheon of Aggawam upon the river of Konnecticot. [6*d*.]

Knowe all men by these presents that we Yovawan Sachem of Pommanocc and Aswaw Sachem his wife ffor ten Coates of trading Cloath to us before the making hereof payd and delivered [130] by Lion Gardiner[3] Commander of the forte

[1] The spelling of this name seems clearly Derriford. I think however that the man must be Barnaby Dorryfalls, or Derrifall, who had a lot in Boston which is several times alluded to in the records. He was a servant of Coddington, came over in 1633, and lived at Braintree. His name is 155th on the list of members of the First Church.

[2] Which John Johnson of the seventeen mentioned in Savage this may be, I cannot tell, but suppose him to be Mr. John Johnson of Roxbury, from the title of respect applied to him. Mr. William Pincheon (or Pynchon, as the name is more commonly spelled), however, was widely known. He was an early member of the Company; and being already an assistant, came over in the fleet with Winthrop 1630. He settled in Roxbury, but in 1636 removed to the Connecticut River, where he founded the town of Springfield. He got into religious controversy with the authorities, however, in the year 1651, and returned to England, where he died 1662. His family remained in New England.

[3] Lion Gardiner was commander of the fort at Saybrook from the year 1635 till he moved to Long Island, where he lived until his death in 1663. The island here spoken of was called by him the Isle of Wight, but has since been called by his name. For his views on

called Saybrook ffort alʒs Pashpeshauks at the mouth of the river of Kennecticot doe hereby for us and our heires & Successors grant bargaine & sell unto the said Lion Gardiner all that our Island called Manchonat wth the appurtenances, and all our right title & demand of in & to the same To have and to hold the said Island wth the appurtenances unto the said Lion Gardiner his heires & assignes for ever. In witnesse whereof we have hereto sett our hands & seales the third day of the moneth called by the English May in the yeare by them of their Lord written One thousand six hundred thirty and nyne 1639. [2. 6.]

Thomas Barker John Johnson Francis Lambert and John Punderson[1] & William Chesebrough sell the house dwelling house and lott conteyning neare an acre lying in Boston next adjoyning to Mr Cotton's lott to S^r^geant Thomas Savage of Boston & his heires dat' 7. 8. 1639. [1*s.*]

Me Samuel Hagborne[2] tener' Walter Blackborne in 60^l^ condičoned for payment of 30^l^ 3^l^ 15*s.* half yearly. [1*s.*]

Comfort Starre[3] of Duxbury in New England Chirurgian makes a letter of Attorney to Edward Michelson of Cambridge

the Pequot war, throughout which he held Saybrook Fort, see his *Relation*, 3 *Mass. Hist. Coll.*, iii. 131.

[1] The first four men may be supposed to have been the four Yorkshire men spoken of in the first entry of the *Notebook*. Mr. Cotton's lot was on Tremont Street, near Scollay Square, running back into what is now Pemberton Square (*Book of Possessions*, 111, H, 13).

[2] Samuel Hagborne of Roxbury may be found in Savage.

[3] Comfort Starr, of Duxbury, came to New England in 1635. He was chosen surgeon, in 1637, to go with the troops under Captain Patrick to the Pequot war. The party reached the scene of war just after Underhill and Mason had destroyed the Pequot fort. Starr removed from Duxbury to Boston some years after this (1643), and died Jan. 2, 1660. Edward Michelson is three times mentioned in Lechford; but otherwise I find little of him. He was marshal of the colony; and there is notice of his having been appointed marshal of the court, together with a statement of his fees (*Mass. Col. Rec.*, i. 217), as well as mention of him as marshal two or three times, in the first book of *Suff. Deeds*. He was not a freeman. John Jones, of Concord, can hardly be the minister of that name, nor yet his son; but I know no other of that name there.

gent to receive of John Jones of Concord brickmaker 55*s*. the remainder of 4[l] owing to him dat' 12. 8. 1639. [6*d*.]

Thomas Nicholls of Hingham[1] planter bound to John Cockerell mercatori in 60[l] dat' 15. 8. 1639. If 30[l] be payd by the brother of the said Thomas who was Executor of the last will of Walter Nichols of Coggeshall in Essex clothier deceased upon the first day of Aprill to John Cockerell or his ass[s] [1*s*.]

M[r] John Stratton of Salem gent conveys all his interest in lands whatsoeyer at Cape Porpice[2] to Richard Saltonstall Esq[r] & Hugh Peters Pastor of Salem & their heires the rest that is not sold Matthew Cradocke mercator pro 10[l] [1*s*.]

Roger Conant[3] of Salem in New England planter makes a letter of Attorney to M[r] Thomas Weston merchant to receive

[1] Of Thomas Nicholls, of Hingham, it is stated that he married a wife and moved to Scituate, but shortly returned. Besides this I know nothing more of the various parties to this agreement, whatever may be inferred from p. 180 *post*. The name of William Cockerell occurs *ante*, p. 50.

[2] Cape Porpice (Lechford's method of spelling Porpoise) is in York County in Maine, and now forms the northeast boundary of Kennebunk Harbor. Hugh Peter, in spite of the fact of his being a minister of the Gospel, seems to have been something of a man of business as well. He is mentioned in the *Colonial Records* as being requested to import saltpetre from Holland; also as presenting a schedule of Robert Saltonstall's property to satisfy his creditors. Richard Saltonstall's affairs, however, did not, as a rule, terminate successfully; and it is to be hoped that this was an exception to the rule. Hugh Peter went back to England shortly after this in the same ship with Lechford himself. Matthew Cradock, although he never came to New England, had frequent grants of land there from the General Court, and evidently had many business enterprises there.

For convenience, I append here a few dates and facts. Richard Saltonstall, son of Sir Richard, was brought by his father in 1630. He had been a member of Emmanuel College, University of Cambridge. Shortly after arriving he went home to England, and did not come to New England again until 1635, when he brought his newly married wife and a daughter. He was representative in 1636 and 1637; assistant in 1637; returned to England again, 1649; was in Massachusetts for a few years, 1680; died in England 1694.

Cradock, a wealthy London merchant, was governor of the Massachusetts Company before the election of John Winthrop. He never came to New England, but was of great help to the colony. He was a member of the Long Parliament. He died May 27, 1641.

[3] Roger Conant, born 1592, came to New England in 1623, and had lived at

of Captaine [*blank*] Fleet 7l 14*s.* by bill owing to him seven yeares 16. 8. 1639. [6*d.*]

Me Johem Humfrey ar tener' &c Daniel Butler de London haberdasher in 200l dat' 17. 8. 1639 Condiĉoned for the payment of 100l Febr px. [1*s.*]

Richard Gridley turnes over Willm Boreman to Willm Townesend[1] of Boston in N E thatcher for 6 yeares from 29. 7 last past to be Apprentice of the crafte of a thatcher by Indenture dated 17. 8. 1639. [2.]

Me Martin Stibbens[2] de Roxbury gardiner tener' &c Walter Blackborne in 22l dat'

Condiĉoned to pay 11l in three yeares halfe yearely 36*s.* 8*d.* at a payment at Mr Blackbornes house in Boston. 1st payment 1° Maii px. [1*s.*]

[131] Articles of agreement made the 30th day of the seventh moneth Anno Dmi 1639 Betweene Thomas Hawkins of Dorchester in New England shipwright of the one parte and Willm

Plymouth first, and then at many other places before settling at Salem. He was appointed governor of the Dorchester plantation, which was projected in 1625. He was several times deputy, was assistant at the court at Salem, and so forth. He died 1679. Thomas Weston was now a merchant of London, and had been in the country only once, — for a year or two, about 1623, at Weymouth, where he had undertaken to plant a colony, which was unsuccessful.

[1] William Townsend lived on Washington Street a little north of Winter (*Book of Possessions*, p. 84, F, 72). Gridley himself lived on the north side of Summer Street, by the water, not far from what is now Federal Street. Any readers, therefore, who are interested in the somewhat pathetic wanderings of this Jack-of-all-trades of a William Boreman, may imagine his journey to his new master whenever they walk up Summer Street. As for Townsend, he was one of those respectable persons who, because they do not figure prominently in town records and such like, either as notables or criminals, are forgotten by posterity. He was a worthy man, I should judge, even though he was forced to deliver up his arms to Captain Robert Keayne, with fifty-seven other citizens who, like himself, had been seduced and led into dangerous errors by our friends Mr. Wheelwright and Mistress Anne Hutchinson.

[2] Martin Stebbins was a brewer of Roxbury. He subsequently moved into Boston, where he continued. The *Boston Town Records* have notice of him several times, but never, save once, in regard to anything except beer.

Robinson[1] of the same husbandman of the other parte. As followeth.

1. Imprimis the said Thomas doth agree & hereby let unto the said William all that parte & portion of land sometime in the occupation of Roger Ludlowe[2] gent lying w^th^in the bounds of Dorchester aforesaid conteyning neare 100 acres of upland & medowe wth the neck of land called Squenton on the east & certaine marsh on the west and one house nearely erected thereupon but not finished wch the said Thomas Hawkins shall & will cause a stacke of brick chimneys to be erected & the floares both aloft & below to be layd all but in one roome thereof in convenient time, together wth eight Cowes two sowes sixty eight goates foure oxen and one bull wth one plough one cart one paire of wheeles and one paire of harrowes wth one chaine bowe & yokes upon the said lands to be kept used & imployed from the making hereof for & during the space of seven yeares from thenceforth next ensuing fully to be compleate & ended.

2. Item that the said Thomas shall sell the said William cart wheeles & the said W^m^ shall pay the said Thomas for them at the second harvest after the date hereof.

3. Item the said William Robinson doth agree undertake & receive the said premises accordingly and in considiration thereof Doth promise & Covenant wth the said Thomas that he will at his cost & charges thatch the said house and all other housing that the said Thomas shall have occasion to build upon the premises at any time during the said terme.

4. That he the said William shall & will in manner & forme following pay & deliver unto the said Thomas Hawkins the one halfe of the increase of the said Cattle & swine and halfe

[1] William Robinson, of Dorchester, is continually mentioned in the records of that town, where he was a well-known citizen. He came over in 1636, and was admitted freeman 1642.

[2] The place and time of the birth and death of Roger Ludlow are unknown. He was chosen assistant, Feb. 10, 1630; came to New England in May of the same year, and settled in Dorchester. He was in 1634 made deputy-governor, and in 1635 removed to Windsor, Conn., and thence (1639) to Fairfield. Went off to Virginia, 1654, "under a maledict." says Savage, "for carrying away the town rec., wh. was a charge long aft. refut. by find. the vol. in town."

of the butter cheese & milke of them and halfe such corne as by the best endevours of the said Willm & his servants wth the blessing of God upon the same shall yearely growe & renewe upon the premises during the said terme and that the said William shall & will every yeare plant & plough 12 acres of all sorts of graine more than other at the least.

5. Item that the living increase of the said stocke except swine shall be equally divided betweene the said parties at the end of three yeares next after the date hereof and againe at the end of the said terme or sooner if the said lands shall be found uncapable of bearing & susteyning the number of cattle wth their increase aforesaid.

6. Item that if any beast of the said stocke hereby demised shall happen to dye during the said terme the said Willm shall & will beare the losse & expense upon such death at his coste make good the first number of the said stocke from time to time & in the end of the said terme redeliver the same stocke or other cattel as good in their roome unto the said Thomas his executors & assignes together wth the said increase thereof as aforesaid.

7. Item the said Thomas shall allow the said W^m^ a boat for his necessary occasions from time to time during the said terme the said W^m^ repayring & taking charge of the said boat & to provide a new one in case the said boat shall be split or cast away in his service. And in lieu of the said boat the said W^m^ shall allow the said Thomas the use of the said oxen & cart one moneth betweene hay harvest & corne harvest every yeare during the said terme to fetch home his firewood & the said W^m^ to greant the said cart & be payd for his worke according to the rate of ordinary wages for the time being.

8. Item that if any beast or beasts of the said stocke dye the first three yeares then the said Thomas shall lay downe money to repaire the said stocke and the said Willm shall recompense the said Thomas wth one yeares increase wholly to himself according to the time that the said money shall be forborne.

9. Item the said parties shall & may agree & consult together from time to time during the said terme about the

altering any of the cowes of the said stocke & taking in any of the increase or other beast for stock.

10. Item that the said Thomas shall or may take his parte of the increase of the swine at his pleasure and the butter cheese & milke to be divided as the said Thomas shall call for it.

[132] 11. Item that the said William shall & will within the first yeare of the said terme ditch so much of the said lands as may fence the same from all cattell & swine and within the first three yeares of the said terme shall & will ditch the said lands round wth a sufficient ditch and crosse fence the same from ditch to ditch wth postes & rayles.

12. Item that the said Willm shall & will well & sufficiently repaire scoure & clense & maintaine the said house & all other housings to be built on the premises & the said ditches & fences wth all needfull & necessary reparations clensings & scourings when & as often as need shall require during the said terme and the same so well & sufficiently repaired scoured & mainteyned in the end of the said terme shall & will surrender & yield up unto the said Thomas his heires executors & assignes together wth the said plough Cart wheeles harrowes chaine bowes & yoakes in so good case & condicon as he received them necessary use excepted in meane while if any of the said utensills of husbandry faile or be broken or lost the said W^m^ is to buy new.

13. Item that if the said W^m^ shall dye within the said terme then his wife or executors shall surrender the said farme & stocke unto the said Thomas upon such termes as two or three indifferent men by them to be chosen shall determine wth reference to former respects & future hopes.

14. Item that if any difference or other considerable matter concerning the premises shall hereafter fall out between the said partyes yet unknown to them the same shall be ordered by 3 arbitrators indiferently to be chosen by & between the said partyes.

15. Item that the said Willm shall & will this first yeare fence in a large garden plott upon the premises neare the said house & shall from yeare to yeare during the said terme plant

it wth usuall garden fruits thereof allowe & deliver yearely to the said Thomas one halfe except such somer fruits as the said Willm shall spend & use in his house.

16. Item that the said Thomas & Willm shall & will equally pay & discharge from time to time all rates that shall be imposed on the said house lands & stocke during the said terme out of the increase of the said Cattel & proffitts of the said lands.

17. Item that the said Thomas shall lend the said Willm tenn pounds and twenty five bushells of Indian corne who shall repay the same at the next harvest according to the rates of corne then & now differing.

Mr Thomam Martin[1] de villa Caroli in Nova Anglia plantator to be bound by bill to Solomon Saffery in 30^l^ to be payd 1. 1° next. [6*d.*]

THOMAS WITHERLE[2] *mariner plt* 31 Oct 1639.
EDWARD HEALE[3] *deft.*

The plt complaineth against Defen^dt^ for that whereas the Defen^dt^ did upon the 26th day of May last past reteyne the plt

[1] Thomas Martin moved to Cambridge, and thence may have moved to New London. Solomon Saffery is said by Savage, on Hutchinson's authority, to have been a mathematician, who assisted Nathaniel Woodward to run the south line of the Colony. He is nowhere else mentioned that I know of.

[2] Thomas Witherle. I think this name is Witherly, as it is so spelled later in the *Note-book*. Thomas Witherly was fined for contempt (*Mass. Col. Rec.*, i. 261); but the name is not to be found in Savage, who gives Wetherell, which he says is the same as Witherly, but no Thomas. Or is this Thomas Witherly a Connecticut man, as appears later (p. 189 *post*), to whom that rolling stone, William Boreman, is finally intrusted (p. 142 *post*)? See also p. 158 *post*, where he is called of Southwark, Co. Surrey.

[3] The name of Edward Heale occurs several times in the *Note-book*, sometimes being spelled Hele, and sometimes Heale. Savage calls it Healey, or Haley, sometimes Hale, Hele, or Heale, the same name. Nevertheless, there is no Edward among them all. From the mention of Edward Hele, of Bristol, later in the *Note-book*, I am led to think that if the two names (Heale and Hele) refer to the same person, this person was an English merchant who never remained in the country for any length of time, if, indeed, he was ever there. It is very possible that he may have had a correspondent in Virginia, and may have passed some time in that part of the country.

to be his servant in the place of master of the barke patience now riding in the harbor of Boston to sayle to & fro upon the seas in the occasions of the defend^{t} for the wages of 4^{l} by the moneth ever since wch time the plt accordingly served the said defend^{t} in the said barke in severall voyages whereof the last was from Virginia to Boston aforesaid where the said barke arrived the 20th of September last so that there is due to plt for his wages aforesd sixteene pounds for foure full moneths wanting but one day or two at most till that time. Also since the said twentieth of September the plt being unpayd his wages aforesaid whereby he is not discharged from the said barke but kept from returning to Virginia about his occasions where he hath divers debts owing to him & being not there to demand them while tobacco is in mens hands there he may be in danger to loose his said debts thereby And the plt further saith that by the law he ought to have wages & dyet from the said defen^{dt} till he be payd off all wages but the said defend^{t} hath both refused to pay the plt his wages and to allow him diet since the said 20th of Sept wch hath to this day cost the plt 5^{l} besides 5^{l} and 5*s.* due [133] for wages of one moneth & ten dayes since the said 20th of September till this present day so that there is due to the plt for wages & dyet as aforesaid 26^{l} 5*s.* besides his dammages aforesaid To the Dammage of the plt 30^{l} and thereupon he brings his suit. [1*s.* 6*d.*]

LEONARD BUTTERS[1] *Defendt.*
ISRAEL STOUGHTON ESQ^{r} *plt.*

The Defend^{t} saith that the reason why he hath not finished the plts worke is because that John Peirce mason the Defendents iourneyman was pressed from this Defend^{t} for the Countryes service about the Castle & the defend^{t} could not get another workman but hath ben ever since about other worke

[1] Leonard Butters, or Buttolph, was the bricklayer, mason, and lime-burner already spoken of. As to John Pierce, he may be the bricklayer of that name of Boston (1670), or his father, or some relative. In regard to the work about the castle, I quote from the *Colonial Records* of the date June 6, 1639, vol. i. p. 260 : —

wch was in hand before the plts saving for foure dayes & now the defendt is ready to enter upon the plts worke if that he please & for those foure dayes he referreth himselfe to the iudgment of the Court. [1*s.*]

Ralfe Scott agt Edward Heale in an accõn of the case. [1*s.*]

Jonathan Weymouth[1] against the same in an accõn of the case. [1*s.*]

Coppy of an account for Mr Nicholas Terise & Mr Joshua Hewes. [2*s.*]

David Sellecke[2] of Dorchester soap boyler bound unto John Baker of Ipswich grocer in 6^li^ to be payd 1 Maii at the house of Francis Hudson in Boston. dat' 2 No: 1639. [6*d.*]

"It was ordered that a levy of 1000^li^ be raised fourthw^ch^. . . . Of this 1000^li^ there is 250^li^ appointed and alowed to build a house, & repair the batteries at Castle Island. The Governo^r^ [Winthrop], the Deputie Governo^r^ [Dudley], & Mr. Israell Stoughton are appointed to agree with Capt. Gibons, how to bestow this 250, & what men to keep at the fort for the 100^li^ p @ after it is repaired."

[1] Neither Ralfe Scott nor Jonathan Weymouth is to be found in Savage.

[2] David Sellecke, soap-boiler, is twice mentioned in an unimportant manner in the *Dorchester Town Records*. He is called of Boston by Savage, who says he died in Virginia in 1654. Savage is somewhat confused in his account of the various John Bakers; but he must be right when he says that "one was of Ipswich, perhaps he who was born at Norwich, County of Norfolk, a grocer, that came in 1637, aged thirty-nine, to Boston in the 'Rose of Yarmouth,' with Elizabeth, his wife," etc. Francis Hudson, the fisherman and ferryman, was said to be one of the first to set foot on the peninsula of Boston. I am not certain as to the position of his house here referred to. He had leave (Feb. 28, 1652) "to wharfe Befor his own ground near the Ferry at Charlestown." But in the *Book of Possessions* his house is put down somewhere near Gallup's Point (on Hanover Street). There is a difference between the dates of these two entries of seven or eight years, so it is possible that the latter is here referred to. But Hudson's name is always connected with the other side of the peninsula, — that opposite Charlestown. Hudson's Point, named from him, is at the foot of Copp's Hill; and it was on this side of the town that the ferries from Charlestown and Winnisimmet reached Boston; and it was here, I should think, that Hudson's house was likely to be. He had lease of the ferry toward the end of his life, and died Nov. 3, 1700.

And a release of executions &c. by John Baker to David Sellecke Dat' 1 No. 1639. [6*d.*]

William Brackenberry[1] of Charlestowne in N E Planter sells for 39l 10*s.* unto Edward Wood Baker one dwelling house lying in Charlestowne aforesaid betweene the lands of Joseph Hill on the south & the lands late Mrs Higginsons on the north wth a foreyard already palled out and the halfe of one garden thereunto belonging that is to say the south halfe to be equally divided in the middst & impalled at equall costs in convenient time and all outhouses & appurtenances thereto belonging. Provided that the said Brackenberry shall have liberty to bring his cattell to & from his owne yard Doore through the foresaid foreyard finding stuffe for the setting up of the fore dore to the said yard the dore to be made fitting for the occasions of the said Edward Wood And liberty to make a leanto unto the end of the parlor stopping no light & making no annoyance to the house by filthy stincks or otherwise. And that the said Brack: shall not bake or cause to be baked any sorts of bread to sell except only for his owne famile during the time the said partyes live in Charlestowne together, except the magistrates shall find a necessity in regard of his or his wifes poverty or in regard of the townes want. [6*d.*]

A bond to perform Covenants in 39l 10*s.*
A bill to Brack: for 15l to be payd 24 Dec. penall. [1*s.*]

This Indenture the [*blank*] day of [*blank*] betweene William Brackenberry of Charlestowne in New England planter of the

[1] William Brackenbury was a baker by trade. He was apparently a public-spirited man as well, for he had served as constable for Charlestown a year or two before this. He subsequently moved to Malden, where he was for some time selectman, and died August, 1668. The name, by the way, often appears spelled Brankenbury. Little is known of Edward Wood which cannot be inferred from this passage. The house spoken of faced the Market Place in Charlestown, and extended back eastward to the marsh by Wapping Dock (Wyman's *Charlestown*). Joseph Hills, who lived on one side of this house, was a woollendraper from Malden in England, and his sons and grandsons lived in Malden here. Mrs. Higginson was Ann, the wife of the Rev. Francis Higginson, of Salem (who died in August, 1630). She had moved to New Haven, where she died in 1640.

one parte & Edward Wood of the same baker of the other parte witnesseth that the said William Brackenberry for thirty nyne pounds & ten shillings to him in hand payd & satisfied by the said Edward Wood before the sealing & delivery hereof whereof & wherewith he the said Willm Brackenberry doth acknowledge himself to be satisfied & paid & thereof & of every parte thereof doth acquite release & forever discharge the said Edward Wood his heires executors & administrators by these presents doth [134] hereby grant bargaine & sell unto the said Edward Wood one dwelling house situate in Charlestowne aforesaid betweene the lands of Joseph Hill on the south parte & the lands late Mrs Higginsons on the north parte wth a foreyard already palled out of ye breadth of two yards and three ynches at the entrance thereof out of the streete there and the one halfe of one garden thereunto belonging that is to say the south halfe to be equally divided in the middest at the equall costs & charges of the said partyes to these presents in convenient time and all ovens outhouses wayes lights eas'ments & appurtenances thereunto belonging And all the right title interest & demand of the said Willm̄ Brackenberry of in & to the premises hereby granted To have & to hold the said dwelling house & all & singulare the premises hereby granted wth the appurtenances unto the said Edward Wood his heires & assignes for ever. And the said Willm Brackenberry doth hereby for himself his heires executors & administrators Covenant promise & grant to & with the said Edward Wood his heires & assignes that he & they shall or may lawfully quietly & peaceably have hold & enjoy the said premises hereby granted & every parte thereof without the lest trouble or eviction of him the said William Brackenberry & [*blank*] his wife their heires & assignes or any of them or by their or any of their meanes assent or prom^mt^ And the said Edward Wood doth hereby for himselfe his heires & assignes grant unto the said Willm Brackenberry his heires and assignes free liberty of ingresse egresse & regresse for him & themselves & his & their cattell & goods to pass to and from his & their owne yards into & through the aforesaid foreyard He & they finding stuffe & wood for the setting up &

upholding of the foredoore of the said foreyard the said doore to be made fitting for the occasions of the said Edward Wood his heires & assignes who is & are to set up & from time to time amend the said foredoore with the materialls of the said Willm Brackenberry his heires & assignes And further that it shall be lawfull to & for the said Willm Brackenberry his heires & assignes at any time to make a leanto unto the outside end of the parlor of the said dwelling house upon his & their owne ground not stopping or hindering any light or lights of the same parlor or other rooms of the said house nor making or causing any annoyance by any privyes hogstyes or any other filthy stincks or otherwise unto the said house or dwellers therein. And furthermore in Consideration of the said money & bargaine & that the said Edward Wood is a Baker by his trade & the said Willm Brackenberry & his wife were not brought up to the said trade but did for a smale time use the same in case of necessity heretofore Now the said Willm Brackenberry for himselfe & his said wife his executors & adm^{rs} doth Covenant promise & grant to & wth the said Edward Wood by these presents that he the said Willm Brackenberry & his said wife or either of them shall not bake or cause to be baked any sorts of bread to sell during the time that the said parties to these presents and the said [*blank*] shall live in the said Towne of Charlestowne together saving that the said Willm Brackenberry & his said wife may bake bread for the spending of themselves & their family And except the magistrates shall hereafter judge the said William or his wife to be necessitated thereunto through poverty or that the said Towne cannot otherwise be supplyed.

In witnesse &c. [5*s*.]

[135] Joseph Cooke[1] of Cambridge in New England gent Sonne of Thomas Cooke of great Yealdham in the County of

[1] Joseph Cooke came over in the "Defence" (1635) with his younger brother, George, and with Roger Harlackenden, the younger brother of Richard here mentioned. Richard never came to America. He had a grant of land at Cambridge, which he forfeited by remaining in England. Joseph Cooke and his brother were both prominent citizens of Cambridge, often deputies to

Essex gent Deceased makes a letter of Attorney to Thomas Cooke of Wormingford in Essex gent his brother & to Mr Richard Herlakenden of Earles Colne in Essex Esqr lawfully to enter upon the ffreehold lands in Rynkesey in Suff & all Coppihold lands in great Brysett called Brysett Kell holden of the mannor of Bryset aforesaid belonging to Kings College in Cambridge.

Me Willm Brackenberry de Charlestowne in Nova Anglia plantator tener' &c Edw Wood in 39^l^ 10*s.* dat' &c.
Condic̃oned to p̃forme Covents. [1*s.*]

Knowe all men by these presents that I Joseph Cooke of Cambridge in New England gent one of the 2 sonnes of Thomas Cooke late of Great Yealdham in the County of Essex gent Deceased Doe hereby constitute ordeyne and in my place put my wellbeloved & deare brother Thomas Cooke of Wormingfold in the said County of Essex gent and my wellbeloved ffriend Richard Herlakenden of Earles Colne in the said County Esqr my true & lawfull Attorneys joyntly or severally for me & in my name lawfully to enter on all those my freehold & coppihold lands & tenements called Brysett Kell lying & being in Rynkesey & Great Brysett wch were given bequeathed settled to & upon me either by the last will & testament or any deed & conveyance or surrender of my said ffather or otherwise in the County of Suffolke or any other place whatsoever by what name or names soever the said lands & tenements [*be*] called And also to goe unto the Court Baron or Courts Baron of the manor of great Brysett aforesaid or manors whereof the said Coppihold lands are held and

the General Court, etc. George went home to England and served in the Civil War, and died in Ireland. Joseph, it is thought, returned to England after his brother's death. This information I have taken from Savage, who says nothing about any other Joseph Cooke that will correspond to what we know. But in the next entry but one in the *Note-book* Joseph Cooke calls himself one of the two sons of Thomas Cooke, the other being Thomas Cooke, of Wormingford, Essex. If we trust Lechford, and take the passage to mean *only* two sons, as is most natural, George Cooke cannot be the brother of Thomas Cooke, as stated by Savage; he may be a cousin, or some more distant relative.

for me & in my name to require to be admitted tenant or Tenants of all the said Coppihold lands & tenements according to the Custome of the said mannor or mannors And for me & in my name to performe all such suit & service att the said Court Baron or Courts Baron as to me belongeth to be done in regard of the said Coppihold lands and to compound & agree for and pay all such payments duties & respect of homage or fealty as I ought to perform to & wth the Kings Matie or the Lord and Lords of the said mannor or mannors or their Stewards or to & wth any other person or persons to whome such payments duties & respect are or shall be due & payable for the said freehold & coppihold lands & tenements wth license of the Kings Mai^st^ or of the Lord or Lords aforesaid as the case shall require And afterwards for me & in my name to demise let & sett & to take the rents issues & proffits of the said freehold & coppihold lands & ten^ts^ And further for me & in my name to article covenant & agree wth any person or persons about the sale surrender & purchase of the said freehold & coppihold lands & tenements for such reasonable summes of money as they are worth and the said money for me & in my name to receive & then the said lands & tenements to such person or persons purchasing the same & to their use for me & in my name to convey assure & surrender according to law & the Custome of the said mannor or mannors whereby they my sayd Attorneys or either of them may bynd me to make any further legall assurance conveyance or surrender as the said purchaser or purchasers or their Counsell learned in the law shall reasonably advise or require so that for the doing thereof I be not compelled to travel forth of the Jurisdiccon of the Mattachusetts Bay in New England And further for me & in my name to make doe & execute all other lawfull acts & deeds requisite for the recovery entering on & taking possession of the said lands & tenements & further touching the letting setting & taking the rents issues & profitts thereof and touching the selling & passing away of the same and all other the premises as fully powerfully & [136] effectually as I myselfe in my owne proper person might or could doe Hereby ratifying gratefully accepting & confirming all & whatsoever my said Attorneys or either of them shall lawfully

doe in the premises In witnesse whereof I have hereunto sett my hand & seale the ffifth day of November in the ffifteenth yeare of the raigne of our Soveraigne Lord Charles now King of England &c Annoq̄ Dñi. 1639 Coram Willo Hibbens[1] & [*blank*] & meipse.

And I John Winthrop Esqr Governor of the Jurisdiccon of the Mattachusetts Bay in New England having seene these presents signed sealed & delivered in my presence have thought good at the speciall instance & request of the abovementioned Joseph Cooke to certify the same. In testimony whereof I have hereunto caused the Common Seale of our Colony to be affixed the day & yeare abovesaid. [3*s.* 6*d.*]

This Indenture &c Betweene Willm Cheney of Roxbury in N. E. p. of the one pte & Walter Blackborne late of Roxbury afor's^d^ p of the other pte Witnesseth that the said Willm Cheney for divers good causes & considerations him thereunto moving Doth by these presents grant alien & enfeoffe unto the said Walter Blackborne all that his dwelling house in Roxbury aforesaid wth the lands heretofore purchased wth the same that is to say six acres of upland medow more or lesse six acres of salt mrsh more or lesse sixteene acres in a great lott wth a common fence nyne acres & an halfe of woody upland unfenced twelve acres of a rocky woodlott fenced tenn acres belonging to the said house & two acres more or less heretofore purchased at another time & also the Cowehouse or barne set up but not quite finished wth all & singulare the appurtenances To have & to hold the said Dwelling house & lands & all & singulare the premises wth the appurtenances unto the said Walter Blackborne his heires and assignes for ever. Provided always that if the said William Cheney his executors & administrators shall from time to time & at all times hereafter well & truly observe fullfill & keepe all such articles Covenants condiccons agreements & promises

[1] William Hibbins was admitted an inhabitant of Boston May 27, 1639; made freeman May 13, 1640; deputy, 1640 and 1641; then went to England, but soon returned, and was chosen assistant in 1643, which office he held till his death, 1654.

menconed & conteyned in certaine Articles of agreement indented made the Day before the Day of the date of these presents betweeu the said Walter Blackborne of the one parte & the said Willm Cheney of the other parte concerning the keeping of six Cowes & their living increase & rendring the said Cowes [137] & an equall halfe of the said living increase unto the said Walter his executors & adm^rs^ at the end of three yeares from thencoforth as on the parte & behalfe of the said William Cheney his executors or administrators are to be observed fullfilled & kept then this present grant & feoffment shall be voyd & of none effect or els it shall be & remaine in full power strength & vertue The said Wm Cheney his heires & assignes to continue in possession of the said House & possessions before granted unlesse a manifest breach of the said Articles fall out to be committed by him or them their executors or administrators. In witnesse &c. 1 Oct. 1639. [4. 4.]

Me Ed^vum^ Colcord[1] & Lieutenant Richard Morice de Dover ppe flumen de Pascattaqua in Nova Anglia plantator in 70^li^ Stephano Greensmyth. The Condicon to deliver to S Gr 5000 of Clapboard 4 foot & halfe long and at the heart from 2 inches to 5 inches thicke or upward every way merchantable & at any time after the last of March next within a Cables length of the usuall riding place of the shipps just at the waters side at Pascatt rivers mouth & to fynd a boat or lighter to help put them aboard. [1*s.* 1*s.* 6*d.*]

Jonathan Weymouth[2] makes a letter of Attorney to Richard Wayt to receive of Edward Hele merch^t^ 7^li^ 5*s.* recovered

[1] Edward Colcord was allied with Mr. Wheelwright in the purchase of some lands from Indians whereon to found the town of Exeter. He was of Dover in 1640, and moved thence to Hampton, where he died 1682. Lieutenant Morris we have met with before in such transactions as the present. Stephen Greensmith is frequently mentioned, in Winthrop and elsewhere, as being prosecuted for too rash speaking on religious matters, but seldom in any other connection.

[2] It will be remembered that Jonathan Weymouth and Edward Hele are not to be easily found. Richard Waite I take to be the Boston tailor who served in the Pequot war as sergeant. He was freeman, 1637; disarmed, as so many with whom we have had to do, for sympathy with Anne Hutchinson, and died 1680, or thereabouts.

ag^t^ him in the Cort at Boston 5 No: 1639 Dat' 12. 9. 1639. coram me. [6*d.*]

The same makes a letter of Attorney to the same agt Arthur Browne [1] of Casko merchant for 3^l^ Dat' 12. 9. 1639 coram me. [6*d.*]

John Winthrop Esqr Governor of the Jurisdiccon of the Mattachusetts bay in New England to all manner of persons whome it may concerne greeting These are to certify you that William Sergeant [2] late of Northampton haberdasher of Hatts and now of Charlestown in New England planter & Sarah his wife late the wife of William Minshall of Whitchurch in the County of Salop gent. Deceased are both blessed be God in full life & good health at the time of the making hereof In testimony whereof I have caused the publicke seale of our Colony to be hereto affixed the fourteenth day of November in the fifteenth yeare of the raigne of our Soveraigne Lord Charles now King of England &c Annoq̃ Dñi 1639. [1*s.*]

Captaine Morris [3] makes a letter of Attorney to Willm Peirce of Boston mariner agt Daniel Cornelius sawyer & ffisherman for foure pounds in money & for two hoggsheads of cod fish to the value of three pounds wch should have ben payd this time twelve moneth. 14. 9. 1639. [6*d.*]

This Indenture of a ffreightment made the twenty fourth day of October in the fifteenth yeare of the Raigne of our Soveraigne

[1] Arthur Brown, of Casco, and later of Winnegansett (*post*, p. 219), I suppose to be Arthur Browne, Saco, 1636, noted by Savage.

[2] William Sargent and his wife Sarah are both mentioned by Savage, who knows but little else that is now pertinent except the fact here certified to by Winthrop.

[3] Morris was captain of I know not what, but frequently has the title given him after this entry. William Peirce was a Boston sea-captain, of whom very frequent mention is found in Winthrop and elsewhere. He is said to have made more voyages to and from Boston than had any other in the same years. He was the compiler of "an almanac made for New England" (*Winth.*, i. 289), which was the first thing after the *Freeman's Oath* (probably only a broadside), printed at the press at Cambridge by Stephen Day, the partner of the Rev. Josse Glover, as has been already noted above. Captain Peirce was killed in the West Indies by the Spaniards some two years after this date, as may be read in Winthrop (ii. 33).

Lorde Charles now King of England &c Annoq̃ Dñi. 1639 Betweene Nicholas Trerise[1] Master of the good ship the Planter of the burden of three hundred and fifty tunnes or thereabouts of the one parte and Samuel Mavericke gent in behalfe of himselfe & his Company of the other parte Witneseth that the said Master Nicholas Trerise Doth hereby Covenant & promise to and with the said Samuel Mavericke & his Company that he the said Nicholas Trerise shall & will compleatly furnish the said ship wth men victualls ammunition and other necessaries and wth what [138] convenient speed he may sayle directly from New England unto the roade of poynt Comfort in Virginia and there or in such other place or places in James river or yorke river as he shall be assigned to goe unto and there take aboard his said ship such tobacco as shall be provided for him by the Assignee or Assignes of the said Samuel Mavericke & his Company unto the full quantity of two hundred tunnes. For loading of wch tobacco It is agreed betweene the partyes to these presents that the said Master wth his said ship shall stay from the day of his arivall at Poynt Comfort aforesaid seventy dayes if need so require: and shall afforde

[1] Nicholas Trerise (the name is spelled in many ways) had been captain of the "Planter" five years before, when that ship came from London, and lived in Charlestown. Thence he moved to Woburn. Of the members of this Company, headed by Mr. Samuel Maverick, I can hardly form a conjecture. In regard to the "Planter," the following may interest the curious: In 1646 Monsieur de la Tour hired of Samuel Maverick, who acted for Sir David Kirke and partners, "a certain vessel called the plan [ter], burden thirty fyve tunns of there about, for a voyage in her to be made vppon the coast of Lacadie" (*Suff. Deeds*, i. f. 75). This is nothing more, however, than a coincidence in names and numbers. The "Planter" in which Trerise commanded could hardly be of less than three hundred and fifty tons burden; and the "Planter" of thirty-five tons, let to La Tour, is called a pinnace by Winthrop. Those anxious to make out the connection, as I am, may please themselves by imagining that the smaller boat was some sort of tender or longboat of the larger, of which Maverick had become possessed. Another reference is in a deposition of Maverick (3 *Mass. Hist. Soc.*, vii. 116), in which the "Barque 'Planter'" is spoken of as La Tour's ship. In the *Massachusetts Colonial Record* (iii. 226) there is mention of a ship "Planter" in connection with Edward Bendall and William Aspinwall, which may or may not have had some connection with the two here mentioned. The year is 1651, six years after the deed to La Tour. The name "Planter" was probably a common one, however, and nothing can be really inferred from it.

what help & assistance he can wth boats & men for the speedier loading of the said tobacco aboard the said ship according to the Custome of the Countrey necessary attendance for safety of the said ship excepted. And the said Samuel Mavericke in behalfe of himselfe & his Company doth hereby Covenant & promise to and wth the said Nicholas Trerise that he the said Samuel & his Company shall & will provide the said quantity of two hundred tunnes of tobacco as aforesaid within the time afore praefixed and shall & will pay or caused to be payd unto the said Master or his Assignes fower pounds & tenn shillings for every tunn of tobacco taken in on his or their account accounting fower hoggsheads of Virginia casks to a tun one thousand and three hundred pounds of leafe tobacco and two thousand pounds of rould tobacco in bulke to a tunne. This afores^d^ money to be payd one halfe at twenty dayes after the said ships arivall at her porte of Discharge wch is London if no other place be agreed on in the interim by a joynt Consent of the said Master & loaders & the other halfe at twenty dayes after the said twenty dayes. Good security being given by the loaders for the payment of the aforesaid money — viz the whole quantity of the said Tobacco or so much as the said Master shall thinke fitt to be Deteyned in his hands or custody for payment & satisfac̃on of the aforesaid summes of money and if payment be not made at the times afore prefixed then the said Master may Dispose of as much as will pay the freight and to be accountable to the loaders for the remainder of the said Tobacco. In witnesse whereof the partyes abovesaid have hereunto interchangeably set their hands & seales the day & yeare first above written. [3*s.* 6*d.*]

The will of Mr Willm Bernard[1] of Charlestowne 15. 9. 1639. [3*s.*]

A Supplication for the shopkeepers of Boston Mr Cogan[2] & the rest to the Genall Cort 13. 9. 1639. [2*s.* 6*d.*]

[1] Of William Barnard there is a note in Wyman's *Charlestown Estates and Genealogies:* "Inhabitant 1642–3; m. Alice, who was adm. church 1. (5), 1645." Other mention is lacking.

[2] John Cogan was this year one of the selectmen, and was one of the town constables as well. His house and shop were on the northeast corner made by State Street and Washington, next to

John Evered alŝ Webb of Boston Planter conveys to John Hansett[1] of Boston husbandman one garden of halfe an acre or thereabouts lying betweene the lands of goodman Reynolds on the north & the lands of Richard Wayt on the south & the lands of Nicholas Parker on the east & the highway on the west for 9l. In presencia mei & Willi Hericke. [1*s.* 6*d.*]

[139] For the Country.

The writing of the receipt of the Inhabitants of Dover Kittery & Oyster river into the Protecc̃on of this Jurisdicc̃on. [1*s.* 6*d.*]

The Commission to Mr Bradstreate for those places. [1*s.*]

The Institution & limittation of the Councell of this Jurisdicc̃on. [2.]

Another of the same. [2.]

Charta libertatis. [2.–6.]

The Act of the publique & private tenure of land. [1.]

The division of the Plantation into shires. [1.]

the house of the Rev. John Wilson and opposite that of Captain Robert Keayne, who lived on the southeast corner. These three houses were on the open Market Place, where the Old State House was afterwards built, while just across Washington Street was built, a year or two later, the Meeting-House. At this time the Meeting-House was on the south side of State Street, some few steps below Robert Keayne's (*Book of Possessions*, G. 60, 64, 81, 84, 85, pp. 98–103).

[1] John Hansett, called in the church record "servant of our pastor, John Wilson," moved after this to Braintree, — where he may have lived on Wilson's land there, or acted as overseer, — and again to Roxbury, and died in 1684. John Evered, as well as Stephen Evered (perhaps his brother), always appears as "alias Webb," and later in the *Notebook* as "Webb als [*blank*]," (p. 224). He came from Wiltshire, where, according to Savage, Webb is a common name; went to Chelmsford, and then to Dracut, and died in 1668. This I get from Savage. But he bought in 1658 the house of Richard Hutchinson, of London, with the ground whereon the Old Corner Bookstore now stands. He sold the property, or a part of it, in 1661 (Shurtleff's *Boston*, p. 675). This, I suppose, was just before his removal to Chelmsford, where he was representative 1663–1665. The garden, of half an acre or thereabouts, is easily identified. It was on the east side of Washington Street, south of Milk Street. [Savage thought it might be "unavailing to ask why this family is described in all the records by a double surname." A fact mentioned in Fuller's *Church History* (p. 110) suggests a probable answer. In the reign of Edward III. many Dutch tradesmen emigrated to England from the Netherlands; and "I am informed," says Fuller, "that a prime Dutch clothmaker in Glocestershire had

Richard Carter[1] of Boston & Matling Knight of the same doe undertake for 5^{li} to fell & cutt out the wood growing in a swampe of Nicholas Parkers at Rumney marsh[2] within 26 dayes after the date hereof & to place them in heapes fit for carriage & reasonable burdens fitt for a man easily to carry.

For every great lighter load of Ed: Bendalls 23*s.* 4*d.* If the worke come to more they are to have more if lesse to repay what it comes short. [6*d.*]

Lieuten^{t} Robert Feke of Waterton in New England gent and Sargeant William Palmer of Yarmouth in New Eng-

the surname of Web [*i. e.* weaver] given him by King Edward there,—a family still [1648–1655] famous for their manufacture." T.] The lot is in the *Book of Possessions* (p. 81, F, 49), standing in the name of Edward Fletcher. It has the same abutters, except Nathaniel Bishop, instead of Nicholas Parker. Bishop's lot (in 1645, or thereabouts) was immediately between Fletcher's and Parker's, and it is probable that he purchased it after the date of this grant.

[1] Richard Carter, of Boston, is generally called a carpenter. He had a house, bought just about this time, of William Hudson, Jr., on the west side of Washington Street, near Boylston Street, then well out in the suburbs. Of Matling Knight, I find mention several times in the *Town Record* and elsewhere. He was admitted townsman March 31, 1645, and was appointed fence-viewer at Muddy River in 1653. There are other unimportant references to him and to his house, which, I think, was somewhere in the region of Scollay Square, near the corner of Hanover and Washington streets; though I am not certain of it, for he has no land in the *Book of Possessions* (*Boston Town Records*, i. 114; *Book of Possessions*, p. 111; H. 11).

[2] The land here spoken of is the great allotment made in 1637 to Mr. Henry Vane (*Town Records*, i. 27), which by this time had come into the possession of Nicholas Parker. Here see p. 141, *post*, and note thereon. As for Edward Bendall, it was one of his avocations to keep the ferry over to Noddles Island and to the ships riding before the town. But it is likely enough that he had a "great lighter" on purpose to do such work as the present. There is much in Lechford, which the careful reader will remember, on the subject of a great lighter owned by Richard Parker and Edward Bendall, and managed by one Thomas Hedger. But I cannot say that that must be the same lighter as the one here referred to. The question of lighters becomes more involved on the inspection of these extracts (dates and all) from the *Colonial Record* (i. 165, 181), March 3, 1635–1636: "Ordered, that there shall be xxl gyven Edward Bendal out of the treasury towards the loss of his lighter;" and October 25, 1636: "Whereas Edward Bendall had 20^{li} yielded toward the loss of the lighter and that the lighter was recovered the Court allowed him 12^{li} out of the 20^{li} wch he should have had, if it had been lost towards his charge & hindrance."

land & Judith his wife, and Tobyas Feke[1] aged 17 sonne & Daughter of James Feke, late of London goldsmith Deceased makes a le^r^ of Attorney to Tobyas Dixon Citizen & mercer of London to sell one tenement or house & shopp in Lumbard street London held of the Company of Goldsmiths in London whereof he dyed poss^ed^, late in the occupacons of one Brampton. dat' 5. 10^bris^ 1639. coram Jo Winthrop Govr James Luxford[2] & meipse. [3*s*.]

The Information of Edward Hall of Ipswich servant to Richard Salstonstall Esqr to the right wor^ll^ the Governor & Counsellers & Assistants in the Court of assis^ts^ now assembled: This informant saith that he knoweth Marmaduke Pierce[3] of Salem tayler & knew his late servant a boy of about thirteen yeares of age Deceased upon whose Death the said Marmaduke was lately arraigned in the Court at Boston as for a supposed Murder of the said boy And this inform^t^ saith that he can depose upon his oath if this Court please that when he wrought

[1] Tobyas Feke is not noted in *Savage*, and so I suppose is not heard of again in New England. William Palmer was brought to Plymouth by his father, of the same name, in 1621. When married (in 1634), he lived at Scituate, and afterward at Yarmouth. Savage says he moved to Yarmouth "before 1643," which we may amend to "before 1639." He became a lieutenant later, and died in Newtown, L. I., before 1661.

[2] The appearance of the names of James Luxford and John Winthrop recalls the frequent mention of the "unfaithfulness of my servant Luxford" in the *Winthrop Papers* (4 *Mass. Hist. Coll.* vi. & vii. *passim*). It is curious that the two should have been together at this time, for it must have been very close upon the time of Luxford's breach with Winthrop. Hugh Peters says: "James Luxford was at Saugust when I came by. I have layd out for him." This is in a letter evidently written after Winthrop's misfortunes, dated Salem, Dec. 26, 1639 (4 *Mass. Hist. Coll.* vii. 202). James Luxford is also noticed in the *Colonial Record* as having two wives, and being punished for the same (i. 245, 283, 295).

[3] The trial of Marmaduke Pierce for the murder of his servant is related shortly by Winthrop (i. 319), from whom, and also from the *Colonial Record*, I take these facts. He was first accused Sept. 3, 1639; but the matter not seeming quite clear, it was put off till the next Quarter Court to be tried. At this trial the jury could not agree, and the case was continued, Pierce being let out on bail. This deposition in Lechford was sworn to on December 3 of that year, and, with this additional evidence and perhaps more that we know nothing of, the case was tried December 3, and the jury rendered a verdict of "not guilty." Winthrop says that two of the jury dissented. Pierce was not finally discharged until March of the next year.

for the said Marmaduke at his house in Salem in or about the first moneth last was twelve moneth the said Marmaduke having whipped this said boy for mooching the next morning after the whipping he came voluntarily & shewed this inform^{t} his body to see how his said Master had whipped him and this informant saith that the said boy did put downe his breeches before this informant and he lifted up the said boys shirt & viewed his body well both behind & before & his Doublett being some thing loose this inform^{t} saw also the sd boys wast & halfe way up his backe & this inform^{t} saith he saw the marks of stripes upon the said boys buttocks on both sides red & wales but no blood neither did this informt see any signe of stripe upon the said boys belly forepart of his theighes wast or any parte of his backe but all the said parts of his body besides his buttockes were white & faire and this inform^{t} believeth [140] the said correction was wth a rod upon wch whipping this inform^{nt} saith that within a day or such a space after one Mr Perin of Salem brought home the said boy to the house of the said Marmaduke & Mr Perin then said he had seen how the said boy was whipped & therefore wished the said Marmaduke Pierce his wife he being then from home to give the said boy some victualls & to spare any further correction for that time for that he thought the boy had sufficient correction for that time or spake words to that effect. And this inform^{t} saith that he hath heard one goodman Walker of Salem did upon the same whipping meete wth the said boy in the woods & together wth the said Mr Perrin saw the signes of the said stripes. And further this inf^{ormt} saith that upon the sixt day of the fourth moneth last past he met the said boy at the Townes end of Salem & this informant seeing him hold his head aside asked him what ayled him whereto the said boy answered that he had bin keeping of goats or swine & sitting in the woods under a tree a limbe of the tree fell downe upon him & struck his head & said that his head was very sore and this informant told him that he doubted he had bin a mooching as he was wont to do & wished him to tell his Master & Dame of his sore head and this informant hath heard the sayd boy dyed upon or about the thirteenth day of the same fourth moneth And also this

infor^{mt} saith that whilest he wrought wth the said Marmaduke wch was about the space of fortnight the said boy complayed to this inform^{nt} for want of victualls as he said and the said Marmaduke complayned to this infor^{mt} agt the said boy for lying mooching & idlenesse & the like wherefore this inform^{nt} gave the said boy as good counsell as he could but told not him or his Master each others Com^{plts} and did observe that at dinners constantly during that space the said boy had victualls enough & to leave: & lastly this informant saith that he did ever & doth still take the said Marmaduke for a moderate & Christianlike man. And further this informant cannot say or depose materially. [2. 6*d.*]

Willm Whitered[1] mortgageth certaine lands at Ipswich to Willm Tynge merchant wth proviso or condiĉon to satisfie Mr Tynge all Debts & lawfull demands within twelve moneths. Dated 3. 10. 1639. Coram Tho: Burton Robto Feke & meipse. [2*s.*]

An account of the widdowe halfield at suit of Wm Whitered. [1*s.*]

Ingrosment of the last will & Testament of Roger Harlakenden[2] Esqr & the Inventorie. [6*s.*]

Received of Mr Bellingham 26 No: 1639 upon account to the Country 5^{l}.
Received of him more 12. 22. —— 2*s.*

[141] To write for Willm Palmer to Mr Dixson at the goat in Lumbard street mercer to excuse a bill of Exr charged upon

[1] I can make nothing of this agreement. Whitered is only mentioned in Lechford (in the next entry), and is not found anywhere else that I know of, nor can I find any other connection than this paper between either of the parties to the agreement and any of the witnesses. Indeed, I know not if the Thomas Burton here mentioned be Thomas Burton of Hingham, whom I find in Savage, or not, having nothing to guide me. The "widdowe halfield" I take to be the relict of Richard Haffee, or Haffield, of Ipswich, who came in 1635 with his wife Martha, and whose will has date Feb. 17, 1639.

[2] Roger Harlarkenden died Nov. 16, 1638.

him to one Edmund Anger[1] of Cambridge for his occasions a new plant & his wife lying in & to advise him of the Le^r of Attorney & further writing. to buy 10^l of butter & to spend the rest in linnen & wollen cloath for a suit & coate & a gowne for his wife of good broadcloth, viz buckram & a piece of good stuffe for pettycoates a Dozen of shooes halfe a dozen for women 7^ms & so many for men 9^ms six paire of russet bootes 9^ms 3 for winter & 3 for summer. & a coppy of the le^r of attorney. [1*s.* 6*d.*]

John Winthrop Esqr Governor of the Jurisdiccon of the M: &c for 80^l sells to John Newgate of Boston ffeltmaker One Lott of upland[2] lying neare Rumney marsh conteyning 150 acres abutting upon the highway leading to divers mens lotts on the east and upon the lands ꝑteyning to Charles-Towne to the west and the lands now of Nicholas Parker sometimes Mr Vanes on the south and partly upon the lands of James Pen & partly upon the lands of the said John Newgate on the north pt. in fee: [1–6]

William Grey[3] makes a letter of Attorney by his brother Henry Grey to Philip White of Pascattaquay mariner against Jeremiah Willis[4] late of Sagus alꝑs Lynne for 3^l 11*s.* 16*s.* 6*d.* charge to sue him at Plymouth & 5*s.* for a short hand booke.

[1] Edmund Angier had lived with John Cotton in Lincolnshire, and had intended to embark with him. He did not, however, come over until 1636, and was not made freeman until 1640.

[2] This land was given to Winthrop Jan. 8, 1637–1638 [*Boston Record*, i. 27], in the portioning of the great allotments at Rumney Marsh from the town of Boston. The first name in the allotment is "Mr. Henry Vane, Esq.," who received two hundred acres, which, as will be remembered, were now in the possession of Nicholas Parker. The next name is that of John Winthrop, the elder, who received one hundred and fifty acres, described precisely as above, with one exception, — the name of Mr. Vane stands in the *Town Record*, while "Nicholas Parker sometimes Mr Vane's" is in Lechford. The third name is that of James Penn, above mentioned, who had fifty acres. The fourth name on the list is that of John Newgate aforesaid, who received one hundred and twelve acres.

[3] Concerning these and other Greys, there is much confusion. Savage mentions no William Grey, and this mention of his brother Henry is too vague for identification.

[4] "Jeremiah Willis, Lynn, 1637, found in freeman's list at Newport, 1655" (*Savage*).

Willm Pester,[1] an affidavit 11. 9. 1639. [1*s.*]

Articles of Agreement made the 9th day of January Anno Dmi 1639 betweene Edward Heale[2] of Bristoll of the one parte and William Pester of Salem in New England mercer of the other parte as followeth

Imprimis the said Edward Heale doth hereby for himselfe his heires executors and administrators Covenant promise and grant to & with the said William Pester his executors administrators and assignes by these presents that he the said Edward Heale his heires executors or administrators shall & will pay or cause to be payd unto the said William Pester his executors administrators or assignes the summe of sixty-five pounds sixteene shillings and eight pence together wth all such Dammages as he or they hath bin or shall be iustly put unto for not-payment of the said money from the twenty-fift day of March last past, upon the [*blank*] day of [*blank*] next ensuing the date hereof at or in the Insurance office in or neare the royall exchange London.

Item the said Willm Pester doth for himselfe his heires executors & administrators and assignes covenant promise and grant to and wth the said Edward Heale his executors administrators and assignes by these presents that he the said William Pester his heires executors administrators or assignes shall & will accept of so much money as the nyne hundred weight of tobacco wch the said William Pester heretofore had of the said Edward Heale & one Richard Barnhouse[3] are or shall be sold for by the said William Pester his executors adminis-

[1] William Pester, mercer of Salem, since 1637. He must be the one who owed "the country for wine bought and sould fortie one shillings & eight pence." (*Mass. Coll. Rec.* i. 225), though the trade of mercer seems hardly compatible with that of a wine-seller. Savage says: "Salem 1637 when with grant of land he had the prefix of respect, yet abandoned the country in 1642, and ten years later not being heard of, his wife Dorothy had leave to marry again."

[2] Edward Heale is here called of Bristol, which gives me the impression that he was not in America for any length of time, particularly as his dwelling-place is not stated in any of the references to him made heretofore.

[3] Richard Barnhouse may have been Richard Barnes of Marlborough (see *Savage*), but I think, rather, that he was an Englishman, or more likely a Virginian, with whom Heale had had dealings (see *ante*, p. 132, where is mention of Heale's connection with Virginia).

trators or assignes according to their best endeavours in parte of payment of the said summe of sixtie five pounds sixteene shillings & eight pence and Dammages if the said Tobacco shall be as aforesaid sold for lesse than the said summe and Dammages but if the said Tobacco is or shall be as aforesaid sold for more than the said summe and Dammages then the said William Pester his heires executors adm^ts^ or assg shall & will pay and allow all the iust overplus of the said money unto the said Edward Heale his executors adm^rs^ or ass^gs^ within one weeke after lawfull demand thereof by him or them to be made.

Item it is agreed and fully condescended unto by and betweene the said partyes to these presents that all former bills bonds writings deeds covenants and promises made to each other concerning the premises other than these presents & the writings abovesaid now agreed to be made are & shall be voyd & of none effect and each to release the other of them presently And that the said W^m^ P.
[*cipher*]

In witnesse &c

Item it is agreed and fully condescended unto by and betweene the partyes to these presents that each of them shall presently become bounden each to the other in one bond of [*blank*] pounds apeece for the effectual performance of these present articles. [2. 6*d*. payment taken here about 3. 4.]

[142] Mr Micklethwayt agreed wth me for to let me the chamber &c at 5^l^ a yeare from the first of September 1639 to be payd quarterly or after that rate whensoever I goe away. His time also began 1. Aug: before wch moneth he alloweth me for the writings wch I made for M^r^ bemis 8*s*. — and henceforward to pay the rent to Mr Hill. 23° 11° 1639.

THO: LECHFORD NATHANIELL MICKLETHWAITE.

James Pen sells to Nicholas Parker 50 acres of land lying at Rumney Marsh [1] lying betweene the Lands of John Newgate feltmaker for 28^l^ to be pd 1. 4.

[1] This fifty acres was James Penn's allotment before spoken of. Winthrop received something less than 11*s*. an acre for his land. James Penn received

Articles of agreement & other writings made betweene Edward Tyng merchant & Thomas Cornell[1] of Boston 30. 11 1639. [10*s.*]

Job Judkin turnes over Willm Boreman and he placeth himselfe apprentice to Thomas Witherley mariner for six yeares by Indenture dated 30. 11. 1639. [2*s.*]

Robert Harding conveys his ground where his house stood &c. to Robert Keayne Richard Parker & John Cogan & their heires. 12. 1. 1639. [1*s.* 6*d.*]

A writing for M[r] Cogan agt Timothy Hawkins.[2] 12. 1. 1639. [1*s.*]

A mortgage by Edward Bendall to Willm Tyng merchant 11. 20. 1639 for 108 to be paid 20. 6. 1639. coram Tho: Burton[3] & meipse. [2. 6.]

something more than 11*s.* an acre. The difference, however, was only about sixpence an acre. Edward Tyng, a Boston merchant, "early wrote himself brewer," says Savage, as we shall see later (see *post*, p. 144). He was a man of great influence in the Colony, as was also his elder brother William, of whom Lechford makes frequent mention. He lived to an old age and died in 1681. He had two sons and several daughters. Of these last, Hannah married Habijah Savage, son of Thomas Savage, and at his death, Major-General Gookin; Deliverance married Daniel Searle; Rebecca, Joseph Dudley, afterwards governor; and Eunice, Samuel Willard, Vice-President of Harvard College.

[1] Of Thomas Cornell little is known. He is said to have removed, in 1654, to Rhode Island, where he was freeman in 1655. Job Judkin must have received William Boreman from William Townshend of Boston, thatcher, to whom, the reader may remember, Boreman was intrusted by Richard Gridley. Either Boreman was apt at the learning of trades, or his character may be inferred from his name. He makes four changes in the course of six months, thus experiencing four trades, each of which requires six years completely to master it. This transfer to Thomas Witherly removes him from Lechford. I suspect that he went to Wethersfield, Connecticut (see *ante*, p. 105, note). Of Job Judkin nothing is known except the names (and dates of the birth and death) of his wife and five children, for which the inquiring reader may consult Savage.

[2] Timothy Hawkins I suppose to be the carpenter of that name mentioned later in Lechford. He was, I believe, of Watertown; but I can find but little mention of him, except in the *Colonial Record* (i. 112, 244), where he is fined for selling (and drinking) strong water. I do not think he was ever freeman of the Colony.

[3] Thomas Burton (perhaps the one mentioned *ante*, p. 140) may have been the man of that name who, with others,

A grant by James Pen to Nicholas Parker of the 50 acres aforesaid upon condičon of paym^t^ of 28^l^. 4. 2. 1640. [2. 6.]

I payd Nathaniel Heaton[1] for full of writings & cutting wood. 11. 31. 1639. 5*s*.

I payd John Hurd[2] delivered to his wife by Sara our mayd for making my wifes gowne. 12. 1. 1639. 8*s*.

I payd Thomas Marshall[3] before hand for Wood delivered by my wife to his wife in the 10 moneth last past. 1^l^

became obnoxious to the General Court on account of his views on government. There is little for or against this theory, except that I can find no other of the name, and think it likely that Lechford would have had some dealings with the agitator if he were at this time in Boston (see *Winth.*, ii. 262, 302).

[1] Nathaniel Heaton was of Boston as early as 1634. He died shortly after this date (about 1644 or 1645, I should say), and his wife Eliza married successively two husbands, both of whom she survived.

[2] John Hurd, the tailor, had his house and garden on Washington Street, between Summer and Bedford. His shop may have been there too; but I think from some words in the *Town Record* that it was somewhere north of the Town Dock. [The *Town Record* says (vol. i. p. 101): "Mr Glover and Brother Burden hath set unto them the ground before their proprietyes, so Fare as from the Corner of Mr Webs house to the Corner of Goodman Hurds Shop upon a streight line." Glover and Burden lived next each other on the north side of Dock Square, being then directly on the water, opposite the Town Dock. There is, however, no mention of either Webb or Hurd in the neighborhood, nor of Glover and Burden living beside each other, as this extract would seem to imply they did, in any other part of the town. But it seems to me that this was not an unlikely place for a tailor's shop. Thomas Savage the tailor and John Newgate the hatter had shops in Edward Gibbons's house, nearly opposite, and George Burden, just mentioned, was a shoemaker. These last facts are from the *Book of Possessions*, which was compiled between 1645 and 1650, while the date of the extract from the *Town Record* is March 31, 1651.]

[3] "Great indulgence," says Savage, "in speaking of Thomas Marshall the ferryman, must be granted to investigat. a. this name, for ano. Thomas, Boston 1643." There are, also, two other Thomas Marshalls of date near enough to this, one of Reading and one of Dorchester. Every one of these four had a wife at this time, so we get small help from that quarter. Nevertheless, I think that the one here mentioned is the Thomas Marshall who kept the ferry to Charlestown, and it is not unlikely that he brought the wood from some of the lots at Rumney Marsh in which we have interested ourselves just above. If this be the man, like many more of Lechford's friends he had been disfranchised and disarmed in the Wheelwright times, but afterwards rose to some distinction in the town history.

Since wch time I had of him six loads of wood at 5*s.* so I owe him 10*s.* And I payd Zacheus Bosworth[1] 2*s.* for 2 loads bringing & owe him for ye rest 4*s.* 12. 8. 1639.

I writt 5 coppies more of the Lawes for the Country by the direction of our Governor. 11. 8. 1639. [12*s.* 6*d.*]

Seven of them & the former had 3 lawes more added. [3*s.* 6*d.*]

A Coppie of the Abstract of the Lawes of New England dd to the Governor 11. 15. 1639. [5. 6.]

And 12 Coppies of the said Lawes first delivered vizt in 10 last. [1l 10*s.*]

I wrote Mr Keaynes answere before the Elders to Mr Salstonstalls letter the answer dated 11. 8. 1639. Rec 6*d.* & 18*d.* allowed him for an houreglasse. [2.]

Received of Mr Keayne 6l of Spanish tobacco upon account 11. 12. 1639. And I owe him one load of wood a good load.

I payd Mr Burton for malt cheese & irons 1l & owe him 8*s.* 9*d.* in 10 last.

For writing a Coppy of the breviat of the body of Lawes for the Country. 12. 5. 39. [3*s.*]

[143] The 3 lawes added to the Copie of Lawes for Dorchester dd. to the Constable 12. 6. 1639. [6*d.*]

[1] Zaccheus, or Zachariah, Bosworth was early of Boston, and may have come with Winthrop. In the *Town Records*, where he is once or twice mentioned, he goes by the name of "Zackie" or "Zache," as though nobody was very sure as to which Christian name was in right his. His name, or nickname, is found in the list of those disarmed in 1637, and also in that of the richer inhabitants who contributed the year before to the support of Daniel Maude as schoolmaster. We have often had occasion to refer to these lists, and shall undoubtedly again; for almost every Boston man mentioned by Lechford figures in one or other of them, — as is indeed most natural.

The 3 lawes added to 4 more of the said Coppies brought by the marshall 12. 11. 39. [2*s.*]

Three Copyes of the said breviat delivered to the Governo^r^ besides the first 12. 12. 1639 Coppy dd to M^r^ B for an old hogshed. [9*s.*]

One Coppy of the said breviate delivered to Mr Bellingham wth one coppy of the originall Institution & limitation of the Councell at 4*s.* and 2*s.* 12. 17. 1639. [1. 2.]

Three bills of exchange betweene Thomas Nicholls and David Offley[1] for 21^l^ to be payd by George Nichols to Stephen Offley in 15 dayes after sight any time after 1. July px 12. 20. 39. [1—6.]

Received of M. Bellingham 12. 22. 1639. 2*s.*

For drawing Articles for Mr Cradocke & Gould & Putnam &c. 12. 27. [6*s.*]

Seven coppyes more of the said breviate. [1^l^ 1*s.*]

Be it known unto all men by these presents that we Webcowites and the Squa Sachem of Misticke wife of the said Webcowites calling to minde and well considering the many kindnesses & benefitts we have received from the hands of Captaine Edward Gibones[2] of Boston in New England in parte of requitall wherof and for our tender love and good

[1] David Offley. See note, p. 104, *ante.*

[2] I think this is the first mention of Captain Edward Gibbons in Lechford. He is too well known to make it necessary to insert in this place any description of his life, but a few dates may be some help to the reader's memory. He was with Morton, of Merrymount, before the settlement of the town of Boston, and lived in Salem 1629, some little time before moving to Boston. In Salem he became converted from whatever Mortonism he may have had, and became freeman early in 1631, his name being in the first list of those admitted. He shortly afterwards moved to Boston, where he became one of the most prominent citizens. In Colony matters he was also forward, being almost continually deputy from Boston between 1634 and 1644. He was always employed in any enterprise relating to military matters, both by the town and the Colony.

respect that we doe beare to Jotham Gibones Sonne and Heire Apparent of the said Captaine Gibones doe hereby of our owne motion & accord give and grant unto the said Jotham Gibones the reversion of all that parcel of land wch lyes against the ponds at Misticke aforesaid together wth the said ponds all wch we reserved from Charlestowne and Cambridge late called Newtowne And all herreditaments and appurtenances thereunto belonging after the Death of the said Sachem To have and to hold the said Reversion of the said parcel of land and ponds and all & singulare the premises wth the appurtenances unto the said Jotham Gibones his heires & Assignes for ever In witnesse whereof we have hereunto set our hands & seales the thirteenth day of the eleventh moneth in the [*blank*] yeare so Declared by Christians One thousand six hundred thirty and nyne and in the ffifteenth yeare of the raigne of King Charles of England &c Willing that these be recorded before our much honoured friends the Governor of Mattachusetts Bay in New England and the rest of the Magistrates there for perpetual remembrance of this thing. [2—6. r. 1*s.*]

In 1636 he was chosen lieutenant for Boston, the redoubtable John Underhill being captain, and Robert Harding ensign. He had been ensign to Underhill for two years. In 1637 he was in the Artillery Company, and in 1641 was its captain, as well as twice in later years. In 1649 he was made major-general of all the Massachusetts forces, and in 1650 was made assistant. He died Dec. 9, 1654. He had been possessed of considerable fortune, but had probably suffered large losses towards the end of his life, having been mixed up in the La Tour complications, and being on the whole rather more adventurous than steady-going as a merchant.

As for Webcowites (or Webba Cowet, as it is sometimes written) and the "Squa Sachem" of Misticke, they were both well known among the friendly sachems. It was with the desire of treating with the "Squa Sachem" that Miles Standish made his explorations about Boston some nine years before the town was settled. She lived on good terms with the Colonists, bartering land with them, and receiving a "coate" each winter from the town of Cambridge, as well as corn from the same town (which did not supply these small luxuries regularly without some orders from the General Court). This deed in Lechford may be found (with some small differences in text) in *Suff. Deeds*, L, 1, f. 43, — entered in the year 1643. The "Squa Sachem" made her sign (a bow and arrow) first, and Webcowites second. Webcowites was her second husband, and had formerly been only medicine-man. Jotham Gibbons was at this time about six years old.

A petition for Richard Crichley[1] & his wife 1. 3. 1639. [1*s.*]

Knowe all men by these presents that whereas I David Offley of Boston in New England gentleman did heretofore receive of Robert Bowen[2] of Boston aforesaid Cutler one case of Knives of the value of [*blank*] shillings upon condition to pay him ten pounds upon the birth of a child wch he should have by his next wife and did promise to seale him a bond or bill for the same when he should require it and wheras his former wife is dead as he saith & he hath since married another Now I the said David Offley in performance of my said promise doe hereby acknowledge myselfe to be indebted unto the said Robert Bowen the summe of ten pounds to be payd unto the said Robert Bowen his executors administrators or assignes upon the birth of a child wch he shall have by his present wife for the wch payment well & truly to be made I bynd me my heires executors & administrators firmly by these presents sealed wth my seale Dated the third day of the first moneth Anno Dmi 1639. [9*s.* 6*d.*]

[144] A letter of Attorney for Mr Thomas Mayhewe[3] & Jane his wife for her sonne to 3 Attorneys &c. [2. 6.]

Articles of agreement[4] betweene Mr John Wilson Pastor of the Church of Boston & Richard Wright 1. 3. 1639. [6*s.*]

[1] I do not find this petition mentioned in the *Colonial Record*. Critchley was a blacksmith who lived on Court Street (where S. S. Pierce has had his store so many years). His wife was Alice, the widow of William Dinely and mother of Fathergone Dinely, born after the death of her husband. The house and land belonged to the heirs, and was held for them by Critchley.

[2] Bowen I cannot find any trace of.

[3] Mr. Thomas Mayhew was at this time living at Watertown. He did not move to Martha's Vineyard until 1647.

[4] These articles of agreement I suppose to be on some subject connected with Mr. Wilson's land at Braintree, which was granted to him in 1634 in exchange for land which he held at Mystic. Richard Wright was of Boston about this time; but as he is always mentioned in connection with affairs at Mount Wollaston, I do not think that he lived in the city at all, but rather on his farm. He has no land in the *Book of Possessions* five or six years later than this date, though his land is mentioned as bounding an estate at Mount Wollaston.

Borrowed of M[r] Blackborne to pay M[r] Micklethwayt for house roome 2[l] 10*s*. 1. 9. 1639 to be repayd in a moneth & I payd M[r] Micklethwayt the same for w[ch] I have his receipt. &c. [payd.]

James Pen[1] conveys an house sometimes a brew house adjoyning to the ware house neare to the wharfe in boston wth the ground to the said first mentioned house belonging upon parte of w[ch] grounds towards the waters syde with an highway leading from the said wharfe to Edward Bendalls wharfe, to Nicholas Parker his heires & assignes.

Nicholas Parker conveys the same to Edward Tyng & his heires &c. [2*s*. I owe M[r] Parker all reckoning seven beside 7*s*. 6*d*. for wood. pd.]

Articles of agreement betweene M[r] John Cogan & Thomas Stocker[2] 2. 12. 1640. &c. [5*s*.]

Copy of the freemens oath to goodman Shrimpton.[3] [6*d*.]

[1] James Penn came in the fleet with Winthrop, and held several offices in Church and State before his death, in 1671. The house "sometimes a brew-house" is down in the *Book of Possessions* in the name of Edward Tyng, who sold it in 1651 to James Everill. It was on the north side of State Street. The highway mentioned is now Merchants' Row, and the south side of Faneuil Hall Square. The highway I suppose led along the shore end of the wharves. On the way up to what is now Washington Street (through Dock Square) from this wharf, comes first a house of Valentine Hill's (whether he had a wharf or not, I cannot say), and then, after Isaac Grosse, is the stone house and warehouse of Edward Bendall, on the corner of Exchange Row with the wharf spoken of. On the highway (beyond Exchange Row) came George Foxcroft, Robert Nash, the butcher (who was in the habit apparently of killing beasts on this very street until warned by the selectmen), and William Franklin, blacksmith. Beyond Wilson's lane (now Devonshire Street) was John Wilson's property, running back from State Street, and on the corner of Washington Street was Major Edward Gibbons's house with two shops, one occupied by Thomas Savage, and the other by John Newgate.

[2] Of Stocker I find no mention before 1651. Savage's remark is "Chelsea and Lynn, 1651, 1672," with some details as to his wife and children.

[3] Goodman Shrimpton I suppose is "Henry Shrimpton, a Brasyer . . . allowed to be an Inhabitant." 25. 1. 1639 (*Boston Town Records*, i. 40). As one of the few references to him in the *Town Records* mentions a fine of five pounds for refusing to serve as constable when elected, I think it by no means unlikely that he never cared to incumber himself with civic responsibility so far

Mr Keayne 4 bills at 6*d.* 2 agreements at 12*d.* one peticon at 1*s.* 6*d.* [5—6*d.*]

To the right wor^ll^ the Governor Councill & Assistants & the rest of the General Cort now Assembled 8. 13. 1640.

The humble peticon of EDWARD PALMER[1] *carpenter*

Sheweth that he was heretofore fined 5^l^ for taking 19*s.* for the timber of the stocks in Boston wch was adiudged an excessive price yor peticoner is heartily sorry for his offence wch though not great in itselfe yet was of evil example to others and therefore he is the more sory for it, He confesseth it was 5*s.* too much wch he is willing to restore Yet forasmuch as this was his first offence in this kinde & as he is poore & no wayes able to pay the said fine having a wife & 6 children all or some of wch he expects to come forth of England to him shortly he humbly prayes the honourable Court to be pleased to remit unto him the said fine and he shall dayly as in duty he is bound pray for yor worpp^s^ & the weale Publicke. [1. 1.]

WOR^ll^ S^r^,— When I came first into the Country wch was 7 yeares since upon taking an oath of an Inhabitant heere in this Jurisdiccon I was promised that I should have all privileges of a free inhabitant & particularly in Disposing of towne lotts wth other men since wch time I have bin twice sent forth a souldier from Waterton in the Country's service I never had yet any thing but bare wages for my reward neither hath the Towne of Waterton given me any Lott but some of them say their towne is full & yet I know where ground lyeth undisposed of wherein they may give me a portion if please them I have a wife & child & reason to looke for my subsis-

even as to take the freeman's oath. His name is not to be found in the list. His son Samuel, perhaps through filial reverence, some twenty years later refused to serve as constable, and paid a fine of ten pounds.

[1] We may find this case in the *Mass. Records*. The offence was committed about a year before, and Palmer was punished by a fine of £5, which was remitted to 10*s.* With a grim sense of humor not wholly foreign to the General Court, he was also set for an hour in these very stocks. He paid his fine of 10*s.* at the Court assembled on the date above (*Mass. Col. Rec.*, i. 260, 291).

tence & the maintenance of my famyly & Now upon this my presenting my case unto you I humbly desire yor worp^{s} Counsell & best help to be afforded to me resting

Yo^{r} humble servant,

JOHN STUBBIN.[1]

[6*d.*]

Thomas Richards[2] of Weymouth conveys to Nicholas Butler[3] 12 acres more or lesse lying in Dorchester necke being parcell of the lott assigned to the said Thomas. [1*s.*]

John Hanset sells an house in Boston & a garden plot[4] of halfe an acre or thereabout lying next to Ralfe Mason on the south & Mr Flints house on the north to Thomas Paynter & he conveys it to Thomas Clerke 25^{l} 4^{l} [2*s.*]

[145] Inventory of John Johnsons goods. [2. 6*d.*]

Releases & acquittances by Thomas Barker & Francis Lambert for themselves & John Johnsons children to Mr Thomas Savage 3. 14. 1640. [1*s.*]

[1] John Stubbin, of Watertown, is very vaguely heard from in various ways. Savage says he may have moved to New London, and mentions his wife and the time of his death. He never took the freeman's oath, but was probably admitted an inhabitant of Watertown.

[2] Thomas Richards, it will be remembered, had just moved from Dorchester to Weymouth (see p. 108, *ante*). He took the freeman's oath about this time (May 13, 1640), and it is possible that he may have taken the opportunity of a journey to Boston to make this bargain.

[3] Nicholas Butler was one of the more prominent inhabitants of Dorchester. He moved in 1651 to Martha's Vineyard.

[4] This lot of land was not the one spoken of above (p. 138), as may be seen by noticing the abutters. It was on the west side of Washington Street, north of West Street. It is in the *Book of Possessions* under the name of Thomas Clarke. I do not know exactly who this John Johnson may have been, though I suppose him to have been one of the "four Yorkshiremen" (*ante*, p. 1). If he were dead at this time, he had left a son of the same name (noted in Savage as "Rowley, 1650"), who was one of the children mentioned below. Thomas Barker and Francis Lambert were two of the Yorkshiremen spoken of; and altogether this business, I suppose, may have had some connection with the conveying of the house spoken of above, — though there is no mention of Punderson, who was now settled at New Haven.

Foure writings for foure Children of Mr Willm Skipper 3. 14. 1640. [4*s.*]

Coppy of the freemens oath to Mr Rucke.[1] [6*d.*]

To the honor^{ed} Governor & Court assembled.

The peticon of Abraham Palmer of Charlestowne Sheweth That this Court was pleased about a yeare since to grant him 200 acres for money put into the common stocke about 12 yeares past Yo^{r} petic̃oner humbly desireth that the same may be layd out to him at the end of Charlestowne bounds And he shall as his duty bynds him pray for this Court &c.[2] [1*s.*]

I payd Thomas Marshall in full for all wood 3. 15. 1640 —7. 6*d.*

And goodman [Zachie] Bosworth & I are also even for payd him the same day — 1.

Articles of agreement made the fifteenth day of May Anno Dñi 1640 *betweene* RICHARD PARKER *of Boston in New England merchant of the one parte and* JOHN PARKER[3] *of Dedham in New England yeoman of the other parte as followeth.*

Imprimis the said Richard Parker doth hereby demise & to farme letts unto the said John Parker one ffarme and lands thereto belonging lying in Dedham aforesaid wth the appurtenances To have & to hold the said farme house & premises wth the appurtenances unto him the said John Parker his

[1] If this is the same date as the two entries above, Mr. Thomas Rucke had already taken the oath the day before.

[2] This land was granted him by the General Court Sept. 9, 1638. Whether it was laid out as he wished, I cannot say. I find no record of it in Wyman's *Charlestown*. Palmer was an influential man in his town, and had much to do with laying out the lands etc., and I suppose that the Court granted the petition. He was a merchant from London, who in 1628 was interested in the patent. He came over in 1629, and was made freeman 1630. He was later a representative, and served in the Pequot war. He was an active merchant, and died in London, 1651. See Savage and Wyman.

[3] John Parker, of Dedham, I can throw no light on, and it is hardly necessary here to say anything of Richard.

executors administrators & assignes from the twenty nynth day of September last past for & during the terme of seven yeares from thenceforth next ensuing fully to be compleat & ended.

Item the said Richard Parker doth hereby let & deliver unto the said John Parker the stocke hereafter mentioned that is to say nyne cowes one bull of two yeares old one steere of foure yeare old one steere of three yeare old and one steere of two yeare old six ewe goats and one ram one breeding sowe two turky hennes & a cocke one waine wth wheeles & other furniture thereto belonging also one plough & furniture therto belonging and one boate wth the appurtenances valued &c. in a schedule hereto annexed mentioned to be kept used & improved on the premises & in the managing thereof according to the true meaning of these presents.

Item that the said Richard Parker shall & will finish the housing on the premises and build a new barne wth necessary outhouses for the cattle in convenient time.

Item that the said partyes shall each of them have the one halfe of the increase of the said live stocke & the profitts of the said farme during the said terme except of the corne thereon growing this present yeare wch the said John Parker is to reape & have to himselfe & afterwards during the said terme the corne to be equally divided betweene the said partyes by the bushell.

Item that the increase of the said live stocke shall be equally divided betweene the said partyes att the end of every two yeares during the said terme and at the end of the said terme.

Item that the said John Parker shall & will keepe & imploy on the premises two men servants & one mayd servant together wth his owne labour & industry during the said terme.

Item that the said John Parker shall & will breake up & plough so much of the ground on the premises as shall make up the ground thereon already broken up twenty acres within the terme aforesaid and what ground more he [146] shall break up on the premises that he cannot take two cropps of the said

Richard Parker shall & will allow him so much for the doing thereof as it shall be worth.

Item that if any of the said live stocke decay during the said terme the same shall be made up in kinde from time to time out of the best of the increase of the said stocke.

Item that the said John Parker shall & will from time to time repaire maintain & uphold the said ffarme house & premises wth all needful & necessary reparations & fences as often as need shall require during the said terme (saving that if the said house or any of the premises shall be wasted by fire windes or Enemies without any wilfull default found in the said John Parker or his servants then such reparations shall be done at the charges of the said Richard Parker) And the same so well & sufficiently repaired & fenced the said John Parker shall & will in the end of the said terme together wth a waine wheeles plough & furniture boate & appurtenances as good as those hereby letten leave & yeild up unto the said Richard Parker.

Item that if the said John Parker shall receive any other cattell to summer or winter on the premises the said Richard Parker shall have halfe the profitts thereof.

Item that if any help shall be att any time during the said terme hired in planting hay tyme or harvest besides the said John Parker & the said servants for the mannaging the premises the charges thereof shall be equally borne betweene the said partyes.

Item that all ordinary towne rates shall be equally borne betweene the said partyes.

Item that it shall or may be lawfull to & for the said Richard Parker from time to time to exchange & renew the said live stocke as good as the old stocke or better at any time at his owne discreation.

Item that the said John Parker shall & will in the end of the said terme redeliver unto the said Richard Parker the said live stocke as good for number & kinde as the same that is now letten together wth his parte of the increase thereof.

Item that the heires executors administrators & assignes of each party shall enjoy like priveleges & benefitts & be

equally & reciprocally bound to each other by vertue hereof as fully & effectually as if their names were punctually expressed in & throughout every article in the same.

In witnesse &c.

Me Johem̄ Griffen de civitate Bristoll nautor tener' &c. p̄ nobili War. in 200l dat' 3. 20. 1640.

The Condičon of this Obligation is such that if the abovebounden John Griffin shall within 40 dayes next after his arivall in England personally appeare before the right honorable the abovesaid Earle of Warwicke[1] to answere all such matters as shall be objected against him the said John Griffin in any Course of Lawe or justice as the said Earle of Warwicke shall advise & direct or otherwise and shall abide his Lor^{pps} direction & commandment in all things concerning the same matters and not depart away from his Lor^{pps} presence or attendance upon his Lor^{pp} without his leave & dismission then this obligation shall be voyd & of none effect or els it shall be & remaine in full power strength & vertue. [2—6]

Me Robtum Luker[2] de [*blank*] in Nova Anglia tener' &c. Gubernator Assistent & Societat De Le Mattachusetts bay in Nova Anglia in 80l dat' ut supra. Condičoned for the said Griffins apparance ut supra.

[147] *To the Honoured Governor & Cort Assembled*

The humble petičon of DANIELL HOWE.[3]

Sheweth that heretofore the Towne of Lynne assigned unto yor petičoner 60 acres of land lying in the outmost of the

[1] The Earl of Warwick was afterwards one of the commissioners for regulating the affairs of the West Indies and the Colonies in America, and was in other ways interested in New England and the other parts of the New World. (Cf. Winthrop in various places.) Of Griffin I have not found anything. It is tantalizing to meet everywhere abundant mention of the ship "Griffin," but no word of the sailor.

[2] If the Governor of Massachusetts was to have any such hunt for Robert Luker as I have had, his "condicioned for the said Griffin's appearance" must have been worth but little. I can find the name mentioned nowhere, and suppose that he, too, was a sailor of Bristol.

[3] Daniel Howe may or may not have received the ratification he wished. The *Records* say nothing of the matter, though there is much other mention

bounds of that Towne and because there may be doubt whether it perteyne to the Towne or no Yo^r peticõner humbly prayeth yor wor^pps to be pleased to ratify the same lands to him by the Authority of this Cort and he shall daylie pray &c. [1*s.*]

Mr Cogan a letter of Attorney to SILVESTER CALTON *of Waxrisquete in Virginia merchant.*

Knowe all men by these presents that whereas Nathaniel Eaton [1] late of Cambridge in New England Master of Arts did about the 8th day of August last past receive of me John Cogan of Boston in New England merchant the summe of one hundred pounds of lawfull money of England to be by him the said Nathaniel returned unto one Roger Clay factor of Blackwell hall as by one of the bills of exchange thereof hereunto annexed appeareth And whereas the Letter of advice sent by the said Nathaniel unto one John Hobson merchant upon whome the said bills were charged did purporte that the said John Hobson should receive order for discharge of the said bills of exchange from Theophilus Eaton merchant brother of the said Nathaniel W^ch^ since the said Theophilus hath disavowed & testifyed to sufficient witnesse that he had not nor would give order unto the said John Hobson for the payment of the said summe of money accordingly Wherby it appeareth that the said Nathaniel Eaton had not any power to charge the said John Hobson therewith Now Knowe yee that I the said John Cogan doe hereby authorize & in my place put my loving ffriend Silvester Calton of Waxrisquete in Virginia merchant my true & lawfull Attorney for me & in my name to sue the said Nathaniel by way of Equity before the honoured & right wor^ll^ the Governor & other Magistrates in Virginia

of Howe, who was a well-known man, being often deputy from Lynn. He moved to Southampton, L. I., about 1641, where he was one of the earliest settlers, so that the inference would be that he did not receive what he wanted.

[1] Some time after this, Eaton sent from Virginia for his wife to join him. Whereon, after speaking of her friends who desired that she should remain in Boston, Winthrop remarks, with quiet joy, that "she went notwithstanding, and the vessel was never heard of again."

thereby to compell him the said Nathaniel to put in sufficient caution unto the said Governor & Magistrates or some other sufficient Officer by them authorized to the summe of one hundred & fifty pounds at the least for answere of such Dammages as may accrew unto me by reason of the premises. In witnesse &c

Coppy of the bill of exchange.

And I Thomas Dudley Esqr. Governor of the jurisdiction of the Mattachusetts bay in New England having seen these presents sealed & delivered in my presence doe hereby certify the same to be the act & deed of the said John Cogan In testimony whereof I have caused the Common seale of our Colony to be hereunto affixed the day & yeare abovesaid.

And I T D &c having seene a writing purporting a bill of Exchange signed by Nathaniel Eaton Master of Arts whereof the writing above said is a true coppy doe hereby at the request of John Cogan merchant grant to exemplyfie the same under the common seale of our Colony the 26th day of May 1640, &c.

M[r] John Humfrey letts one mesuage and ffarme called the playnes conteyning by estimation ffive hundred acres of arrable & wooddy ground be it more or lesse and all the fresh & salt march thereto belonging lying & being within the libertyes of Salem in New England unto Zacheus Goold[1] of Lynne yeoman for 10 yeares from the 29 Sept. next. Rent 900 bushels of corne yearely in this manner 400 rye 300 wheat 200 barley wth 8 oxen 5 Cowes 2 heyfers & 4 Calves 2 mares.

[148] M[r] Humfrey is to make up of broken ground at his charge 60 acres in time convenient.

The cattle to be inventoryed & the like for number kinde age & quality to be redelivered M[r] Willm Hawthorne & Richard Wright to inventory the same.

[1] Zaccheus Gould seems a more common name than might be supposed, for I find four examples noted in Savage. Of this particular one little is known. William Hawthorne, of Salem, we have noted before, and also Richard Wright, if he is the one of Braintree, who had been of Lynn, as Savage seems to think. Mr. Humphrey, one of the assistants, was about to go to England at this time. He sailed in 1641.

Mr Humfrey to make up all fences needful to defend the ploughed ground & the rent to repaire & make good the same & so deliver it up well repayred.

Articles &c.

Imprimis that the Cattle and utensils demised & letten by the said John Humfrey unto the said Zacheus shall be inventoried & valued by Willm Hawthorne gent and Richard Wright and the inventory thereof to be hereunto annexed.

Item, that the said John Humfrey shall & will at his proper costs & charges cause to be broken up so much ground on the premises as shall make up the ground already broken up sixty acres in convenient time.

Item, that the said John Humfrey shall & will at his proper cost & charges from time to time during the terme of the lease made betweene the said partyes cause to be made up all new fences necessary for the ploughed ground on the premises and the same being so made the said Zacheus Goold shall & will from time to time at his proper costs & charges well & sufficiently repaire & so repayred shall & will leave & yield up unto the said John Humfrey his heires or assignes in the end of the said terme together wth all the premises by the said lease demised. In witnesse &c. [3–4. 1–8]

Richard Wright of Mount Wollaston yeoman bound to Walter Blackborne in 120^l^ Condičon to pay 60^l^ by 5^l^ every halfe yeare at Mr Blackbornes house in Boston. [1*s.*]

James Marshall of Exon merchant consigned certaine commodities of the value of 344^l^ 9*s.* 3*d.* unto John Cogan & George Allcocke[1] to take for factorage betweene them what the factorage was worth. Richard Mansfield for Marshall. Mr Cogan tooke 5 p Centum 17^l^ 4*s.* for halfe the factorage. [2–6]

[1] George Alcocke was of Roxbury. He is often mentioned in the *Colonial* (and *Roxbury*) *Records* as being appointed to run lines, determine boundaries, etc. He had come in 1630 with Winthrop, had been admitted freeman the next year, and was representative several times. He died towards the end of 1640.

Dermondt Matthew[1] servant of George Strange gent complaines against his master for that whereas the said Matthew was to serve the said George from the 9th day of May 1639 for six yeares for the wages of foure pounds by the yeare and a pigg to be payd at every yeares end and in the end of the terme to have a Convenient lott for his service. He promised also the said servant three suits of apparel & six shirts. All wch appeares by an Indenture & sufficient witnesse.

The said George Strange hath not payd him any wages nor given him any clothes according to his bargaine. Also the said Dermondt Matthew did bind Teg Mathew his sonne a child of 9 yeares old apprentice to the said George Strange for ten yeares from the said 9th day of May wth Covenant to keepe him two yeares at school and the other eight he was to serve in the same house wth his ffather the said Dermondt Matthew. But the said George Strange hath wthout the consent of the said Dermondt sold the said Tegg to one Mr Browne of Salem to his the said Dermondts great grief of heart & contrary to the said Covenant. And whereas the said Dermondt being an ignorant illittered man & trusting upon the faire promises of the said George Strange that he would ever use him well & shew him his Indentures as often as he would now the said Dermondt having no chest nor box to put the said Indentures in they were rotted & spoyled in his pocket before he was aware. Notwithstanding the said George Strange refuseth to let the said Dermondt or his friends see the said Indentures Therefore the said Dermondt Matthew humbly prayeth the Court that the said Indentures may be shewed to the Court by the [149] said George Strange

[1] Dermont Matthew and his son Teg are not met with in many of the contemporary authorities. The following from the *Colonial Record* (vol. ii. p. 20) is of date almost exactly two years after this entry: "Dearmont Mathewe was ordered to go home to his m^{r}, & if he can prove his m^{r} did beat him, when hee came home with order from Mr Deputy, his mr to bee punished; if not hee is to recompence his m^{r} for damage done him, & losse of his time, & his master was willed for this time not to correct him." The careful reader must decide for himself if there be connection between these cases. Matthew died before 1661, for inventory of his estate (£112 1*s.* 4*d.*) is found with date Aug. 2, 1661 (*Suff. Prob. Rec.*, 4. 88).

& that they may be recorded or els that his wages may be appointed by the Court & justice done him in the premises. [6*s.*]

To the HONORED RICHARD BELLINGHAM ESQR *deputy Governor & to the rest of the Magistrates now assembled.*

The humble petiĉon of THOMAS GREY[1] *of Marble head fisherman*

Sheweth that he was heretofore iustly fined & punished for a great offence in his passion committed by drawing his knife in the Court for wch he hath ben very sorry & is much ashamed of it. He humbly prayeth the Court in regard of his poverty to be pleased to forgive & remit his ffine imposed upon him for the said offence and he shall ever pray for you & endeavor by the help of God to live more conformably to good order. [1*s.* 6*d. Cipher.*]

Thomas Brownell of Mount Wollaston als Braintree Planter sells to Deodatus Curtis[2] of Braintree aforesayd Planter for

[1] Thomas Gray was always in trouble with the Government, both for his own behavior and for that of his friends, who gathered at his house at Marble Harbor (which seems even at that early time to have had something of the same reputation that it enjoys at the present day). He probably came over in 1626 with Roger Conant, perhaps before. He was banished from the jurisdiction of the Colony very early (1630), his house was ordered to be pulled down, and all persons were forbade giving him shelter. Nevertheless, he lived on at Marble Harbor, the winter being cold for a man with no house, and Governor Winthrop being indulgent (*Winth.*, i. 85); so in 1638 the sentence of banishment was ordered to be carried into effect. He still remained, however, and the occasion of his drawing his knife in court seems to have been the wind-up of some debauch at his house. "Ralfe Wainner is fined 10 sh for being at excessive drinking at Thom: Grayes at Marble Head," and "Thom: Gray for being drunke, prophaning of the name of God, keeping a tipling house & drawing his knife in Courte was censured to be severely whiped & fined 5l," are the entries in the *Record*. There is one more entry recording a sentence for drunkenness, June 2, 1640, which may be before or after this petition. Otherwise his promise of good behavior seems to have been sincere, for he appears no more in a criminal or other capacity. He was still at Marblehead in 1648, says Savage.

It was at this court, where Thomas Gray drew his knife, that "Thomas Lechford, for going to the jewry & pleading wth them out of Court," was "debarred from pleading any mans cause hereafter, unlesse his owne, & admonished not to presume to meddle beyond what he shall be called to by the Courte" (*Mass. Coll. Rec.*, i. 276).

[2] The names of Deodatus Curtis and Thomas Brownell are both noted in

38l One house and one garden and six acres of arable land in Braintree aforesaid parcell of the lands heretofore of Edward Raynsford of Boston wth the appurtenances to him & his heires for ever.

Thomas Brownell is to Deliver unto the said Deodatus soe many foot of planke & board as will make up the boards in the house 1000 foot presently — lying foure square to the said house. the land is bounded on the common on the west part on the lands of goodman Best on the east on the lands of goodman Dawson on the north and on the lands of Nathaniel [*blank*] on the south. [2*s.*]

Myles Brathwayte[1] of the Isle of Providence Planter makes a letter of Attorney to James Oliver[2] of Boston surveyor to receive of John Seaverne tayler 3l 14*s.* 8*d.* for 112l of tobacco at 8*d.* a t, 6 10 1640 and of one that is a Cooper of Scituate money for 104l of tobacco or els the tobacco againe delivered him out of goodman Sweets celler delivered by Richard Newton And leaves him 500l waight of tobacco or therabout to dispose for me to my best advantage. [10*d.*]

Savage with little addition. I suppose that Brownell was selling his property preparatory to moving to Portsmouth, R. I., where he is mentioned, 1655, as freeman. Edward Raynsford was a well-known man in Boston. He came with Winthrop in 1630, and was a deacon and ruling elder in the church. He died in 1680.

[1] Thomas Oliver brought with him to this country, in 1632, two sons, John and James. I think that the Oliver here mentioned must be John, for he is the one of the two brothers who would be more likely to be called surveyor, having been on committees appointed to run lines or determine boundaries, while his brother James (this year made freeman) was a merchant, and would hardly, I think, be called surveyor. Of John Seavearne, tailor, little is known that will be of help here.

[2] Miles Brathwayte may have been a member of the church in the Isle of Providence, of the Bahamas, of which the unlucky end may be read in *Johnson*, bk. ii. ch. xx., and *Winthrop*, ii. 33. Richard Newton, who delivered the tobacco out of Goodman Sweete's cellar (in the Mill Field, I suppose, near Gallop's Point, *Book of Possessions*, 123, K, 3), may be one of the two men of that name who took the freeman's oath. Savage calls one of Sudbury, and mentions his wife and children; adding that he took the oath in 1645, and again, 1647, "for no other Richard is heard of." It is barely possible that this may be that "other Richard."

George Luxon[1] assignes & Mathew Dove places himselfe servant to John Blackleath of Salem for 4 yeares from the 1 of June for 4l a yeare. [2*s.* 6*d.*]

Knowe all men by these presents that whereas I John Throckmorton[2] gent have received 83l of Richard Parker of Boston in New England merchant I doe hereby Covenant promise & grant to & wth the said Richard Parker that I shall & will pay unto the said Richard Parker his executors admr^s^ or assignes at or in his dwelling house in Boston aforesaid the summe of twenty pounds upon the 11th day of June wch shall be in the yeare of our Lord 1641 and twenty pounds upon the 11th day of June wch shall be in the yeare of our Lord 1642. And shall & will then deliver & pay unto the said Richard Parker his executors administrators or assignes forty one goats every one of them under five yeares of age and two ram goats each above one yeare old. And whereas the said Richard Parker hath letten unto me two Cowes vizt one blacke and the other red to receive & take the increase & profitts of the said blacke cowe from the first day of May last past for & during the terme of two yeares and of the said red cowe from the 10th day of September next ensuing the date hereof for & during the terme of two yeares I doe hereby Covenant promise & grant to and with the said Richard Parker that I shall & will pay or cause to be payd unto the said Richard Parker his executors administrators & assignes at or [150] in his dwelling house aforesaid the summe of five pounds by the yeare for the increase & profitts of the said blacke cowe & five pounds a yeare more for the increase & profitts of the said red cowe And to the true performance

[1] George Luxon, who is mentioned several times in the pages following, was master of the "Fellowship," and was probably never in New England for any length of time. He appears in the *Note-book* generally as factor for some person or other. John Blackleach was a busy merchant of Salem. He moved, however, to Boston some time after this, and finally to Hartford.

[2] John Throckmorton came over in the same ship with Roger Williams, with whom he warmly sympathized. He was with him banished from the church at Salem, where he lived, and moved to Providence. He removed afterwards to New Jersey, and died there.

of all the premises I bynd me as aforesaid & also my heires executors & administrators firmely by these presents. Sealed wth my seale &c. June 11 1640. [1–6]

John Johnson[1] of Roxbury in N. E. yeoman in behalfe of Willm Perkins gent. mortgageth to Walter Blackborne of Boston in N E merchant six ac of planting ground lying in the Calves pasture in Roxbury leading to Dorchester. Also 20 acres lying in the plaine in Roxbury betweene the great lotts & the fresh meadowes And 25 acres of the last division lying at the end of Roxbury bounds neare Dedham.

Mr Blackborne to convey the same to John Johnson Josuah Hughes & Thomas Lambe And they 3 to become bound to Mr Blackborne in &c. for the paymt of the annuity. [5*s*.]

Whereas John Cogan merchant hath told me that William Pester did inform the Cort that I tooke three pounds a tunne for the freight of shott brought in a ship wherein I was undertaker and hath desired me to testifye whether I did take so much or no I doe hereby deny that I tooke so much for the sayd shott but I did pay Mr Hassard for the freight of a tun of shott for my selfe 3*s*. about the same time & so much for a tun I should have taken & did take & no more[2] Witnesse my hand (4) 16. 1640. [8*d*.]

Robert Lewes[3] late of Tanton in New England Carpenter turnes over Willm Roberts to serve John Crabtree or his

[1] Of this John Johnson, fortunately more is known than of the Yorkshireman mentioned above. He was one of the substantial men of Roxbury, having come with Winthrop. He was often representative in the General Court. Joshua Hughes (the name is generally Hewes) was an active merchant of the same town. Thomas Lamb, also of Roxbury, came with his wife and children in the fleet with Winthrop. From the title of "gent," applied to William Perkins, I should infer that though a preacher, he had not yet been ordained a minister in this country. Savage says "minister, but where educated is unheard." I find in the Emmanuel Register at the English Cambridge, "1624. Wm. Perkins, Pensioner, A. B."

[2] I can add nothing further to explain this business. Hassard may be Thomas Hazard, the ship-carpenter of Boston, though he had by this time moved to Rhode Island.

[3] Robert Lewis, of Newbury, who came to Salem in 1635, may be the man. Inquiry fails to add anything in regard to John Crabtree to the note on p. 100.

assignes from this time till the 6th of December come twelve moneth for 4[l] a yeare quarterly to be payd
for 5[l] upon the 1 of March 1640.
& for 5[l] upon the 1 of August 1641.
[1–6]

BOSTON (4). 25. 1640.

The Answere & Complaint of Elizabeth Cole wife of Willm Cole concerning a deed of trust made by & betweene Francis Doughty her brother and her sister Bridget Doughty on the behalfe of the said Elizabeth on the one parte and her said husband before their marriage on the other parte [*cipher*]

The Court booke at 16*d* a sheete 102 sheetes for M[r] Endecott commeth to 6[l] 16*s*. [6[l] 16*s*.]
[*Two lines in cipher*]

Thomas Scudamore[1] late of Westerley in the County of Glouc[r] blacksmith makes a letter of Attorney to [*blank*] Hazzard of Bristoll mariner & Willm Prigge of Westerley aforesaid yeoman to sell & dispose of One mesuage or tenement wth an orchard & garden lying in Westerley & to bring over his wife & children. The lease is from Thomas Roberts of Westerley Esqr to T S for 99 yeares if he & Ellen his wife [151] & Thomas their sonne or any of them so long live. He warrants to sell it for 50[l] & to dispose thereof & to bring over his wife & children & such commodities as I shall by my letter direct.

Know all men by these presents that whereas I Thomas Scudamore late of Westerley in the County of Glouc[r] & now of Cambridge in New England blacksmith stand possessed to me & assignes of & in One messuage or tenement wth an orchard & garden wth the appurtenances thereunto belonging lying in Westerley aforesaid for the terme of fouerscore and

[1] Thomas Scudamore may be Thomas Skidmore, who is vaguely heard of in 1636 in connection with John Winthrop's expedition to Saybrook (*Winth.*, vol. i., Appendix, A. p. 59). I can find no Scudamore at all, and fear inquiry is useless in regard to Hazzard of Bristol, or Prigge of Westerly.

nyneteene yeares from the date of a certaine lease made thereof unto me by Thomas Roberts Esqr fully to be compleat & ended.

John Pickering[1] of Pascataquay in New England planter makes a letter of Attorney to Isacke Allerton merchant to attach and bring backe Richard Price his servant who was to serve him for 4 yeares from the 25th of Aprill 1639. he is now undutifully departed his service a tayler by his trade borne in Shrewsbury in the County of Salop as he hath sayd a man of middle stature black long haire black beard thin faced of a swarthy color in a tawney kersy Doublet & hose wth ash colored points at the knees a russett hat, to bring him backe or 10^l^ for his time. [1*s.*]

[*This note seems to be set in the very middle of the letter of attorney.*]

wch lease is determinable upon the Deaths of me the said Thomas Scidmore and of Ellen my wife & Thomas my sonne as more at large by the said Lease appeareth. Now Knowe yee that I the said Thomas Scidmore doe hereby constitute & ordeyne my much respected ffriend Henry Hazzard of Bristoll mariner my true & lawfull Attorney for me & in my name to contract to and wth any person or persons for the sale of the premises & all my right title & interest therein for fifty pounds & to bynd me my Executors & Administrators to make any further legall & reasonable assurance thereof as the purchasers thereof or their Counsell learned in the law shall advise or require Or if my sayd Attorney please himselfe to purchase the same when he shall see the said Lease & premises at the price aforesaid I authorize him to take the said Lease in his hands & possession and I hereby promise upon

[1] Savage notes John Pickering, of Portsmouth, 1635, of whom little is known, who may be the man. He is referred to again, p. **158**, *post*. As for Allerton, he was doubtless well known all along the coast up to Machias, and it would be natural enough for a man at Pascattaquay to call on him for any such service as the one here spoken of. I hope he had better luck in searching for Price than I have had. Thomas Hawkins was of course a very different man from the merchant (p. **122**, *ante*) of the same name. This man was at the time a baker, and later is said to have kept an inn.

account & receipt of the said fifty pounds in manner herein expressed to be imployed & disbursed that I my executors & administrators shall & will make any further legall & reasonable assurance thereof unto him as He or his counsell learned in the law shall advise or require. And lastly for the said fifty pounds I appoint the same to be disposed in this manner vizt for the passage & transportation of my said wife & our Children from England to this Country of New England and the rest of the money to be disposed of as by my letters of advice or other direction I shall warrant him In witnesse &c. [1*s.* 6*d.*]

John Crabtree of Boston ioyner & Thomas Hawkins of the same Baker to be bound to George Luxon in 12[l] to be payd to him or his ass[s] upon the sixth of January next at the house of Nicholas Willis[1] in Boston. [6*d.*]

Griffith Bowen[2] Willm Colbron & Jacob Eliott to be bound unto Francis Kingsmyle Esqr Willm Arundell Willm Fleming & George Waters merchants in 265[l] to pay 235[l] to them upon the first day of January next ensuing the date hereof 7. (5) 1640. [1*s.* 6*d.* copayd 1*s.* copayd 1*s.*]

A bond by John Downes[3] to George Luxon Nicholas Brooking[4] & John Morris in 160[l] Condičoned for payment of 80[l]

[1] The Nicholas Willis here spoken of was a mercer by trade, and his house (and shop as well, I suppose) was just off Dock Square, on Union Street. He was, by the way, chairman of the jury in the trial of Marmaduke Pierce for murder, mentioned above.

[2] Griffith Bowen (also a juryman in the same trial) was a Welshman, who lived for a time in Roxbury, but finally returned to England. William Colbron and Jacob Eliott were both early settlers and well-known men in Boston, being deacons of the church there. Both were sympathizers with Mrs. Hutchinson, although the former was not disarmed nor disfranchised. The four merchants mentioned were, I suppose, Englishmen, though they may have been Virginians (p. 153, *post*).

[3] Inquiry as to John Downes "de Ponte Bondon in Como Cork" (p. 158, *post*), merely results in the following: "Bandon Bridge, a market town of Cork, on the River Bandon, 13 m. from Cork, and 136 from Dublin. This town was erected in 1610 in the midst of an impassable bog by Richard Boyle, Earl of Cork" (*Capper's Dictionary of Great Britain*). See *post*, p. 158.

[4] Of Nicholas Brooking I find no mention, and notice of John Morris is so vague as to be useless here.

within 10 dayes after the arrivall of the John & Francis in England or Ireland 6. (5) 1640. [1*s.* 6*d.*]

A letter of Attorney by one of Plymoth to M[r] Isacke Allerton[1] agt a dutchman. 4. 5. 1640. [6*d.*]

[152] Thomas Moulton[2] & Jane his wife complaine against Willm Stidson & his wife in an action of trespasse upon the Case.

The Comp[lts] say that shee the said Jane being a woman of good name and conversation was about nyne yeares since assaulted by John Treble who feloniously did endeavor to ravish her when she was alone in an house in the ffields whereupon she cryed out & ran away from him to another house a good way of and afterwards proscecuted against him so that he fled out of this Jurisdiction unto Pascattaquay & thence into England, that since about halfe a yeare agone the said [*blank*] Stidsons wife maliciously intending to take away & Destroy the good name of the said Jane hath reported that the said Jane did owe unto the said Treble bever or money and sayd that he had a letter to receive and that when he came to aske his owne meaning the said bever or money then she put that Tricke upon him meaning the said accusation of Rape and said she would have him before the Governor for it and further that the said letter was to that purpose w[ch] was a false & malicious slander cast upon the said Jane by the said

[1] Mr. Deane's note on Allerton says: "From some evidence he would seem to have been a resident of New Amsterdam in 1643; and in a document recorded in the *Old Colony Records*, bearing date 27th October, 1646, he styles himself as 'of New Amsterdam in the province of New Netherlands'" (*Bradford*, p. 300, *note*). In 1642 his name is found among the "eight men" of New Amsterdam, looking curiously out of place among the strangely spelled names of his Dutch friends. Later it is signed (at Fort Nassau, 1651) to a declaration or certificate in regard to an Indian gift of land with others, mostly Dutch, as "Isaack Allerton, of Suffolk." [See *Documents relating to the Colonial History of New York*, i. 140, 191, 192, 597, 599.] Allerton died in New Haven Feb. 12, 1658.

[2] The names of Thomas Moulton and William Stidson are known in connection with other matters, but perhaps this particular affair is not worth much inquiry. There is no trace of it in the *Colonial Records* or in Winthrop.

Stidsons wife to the great hurt of the good name of the said Jane & much disquiet & contention betweene the Plts, to the damage of the Plts x^{l}.

and did also declare the same before many persons & especially Mercy Baster James Browne & John Lawrence and at a time when some Difference came betweene the said Jane and the said Mercy Baster & the wife of the said Lawrence neare James Brownes house at Charlestowne Jane Moulton meeting wth Willm Stidsons wife neere unto the house & in the presence of James Browne of Charlestowne did aske the said Stidsons wife what was the matter betweene John Treble and her the said Jane the said Stidsons wife answered that that was best knowne to God & her the said Janes conscience the said Jane replyed it seemes you knowe and therefore I pray you tell how it was whereupon she sayd that the said Jane did owe unto the said Treble bever or money and that they had a letter to demand it of her and further that when the said Treable came to aske his owne then she put that tricke upon him and sayd she would have him before the Governor for attempting to ravish her and that the said letter was to that purpose or words to that effect. Then the said James Browne asked the said Stidsons wife how long time agone that was that that letter was sent she said seven yeare agone why then sayd the said Browne was it not spoken of till now she replyed because the said Jane was a member & he the said Elias was then none he thought she should be believed & not hee nay that is not well sayd the sayd Browne for an honest man that lives in the feare of God is to be believed as soone as a member but where is the letter sayd he? the said Stidsons wife answered that it was sent backe into England who had the said letter she said Elias Mavericke then sayd the said Browne But what doth this amount now how comes it to passe that this is now spoken of said the said Browne I doe not knowe sayd the said Stidsons wife it is nothing to me. And this Conference was about halfe a yeare since. [1*s.* 6*d.*]

The humble petition of Thomas Moulton sheweth that whereas heretofore the wor^{ll} Mr Nowell did divers tymes put

yo[r] petičoner off from having a warrant against Willm Stidson & his wife for wrong done to yo[r] petičoners wife and had trespassed yo[r] petičoner in his medow ground neare 100 pole long w[ch] he complayed of to him but had no remedy the said M[r] Nowell turning to other conference Yo[r] poore petitioner was much grieved & in his passion at a neighbours house sayd some misbeseeming words of injustice against M[r] Nowell for w[ch] he hath since humbled himself to him & craved forgiveness & so doth now againe beseech yo[r] worshipps to forgive him & to discharge your said petičoner of the recognizance taken before M[r] Nowell himselfe [153] & some other old matter that came in upon this for his apparance at the Court thereabout & the rather because that the man that heard the said words hath given out x — p that yo[r] petičoner shall be whipt & he is thereby so much terrifyed that he cannot wth cheerefulnesse goe about his businesse or rest quiett a sufficient punishment to him. And yo[r] petičoner shall according to his duty pray for yo[r] wor[ps] [1*s.*]

Me Ricum Parker de Boston in Nova Anglia mercatorem tener' &c. Thome Fowle[1] Armigero in 400[l] dat' 25 Decembris 1639

Condičoned to pay 205 upon the fift of March w[ch] shall be Anno Dmi 1640. [1*s. Cipher.*]

This Indenture made the seventh day of July Anno Dmi 1640. *Betweene* GRIFFITH BOWEN *of Boston in New England gent of the one parte And* WILLIAM COLBRON *of Boston aforesaid gent and* JACOB ELIOTT *of the same planter of the other parte*

Witnesseth that the said Griffith Bowen (for in Consideration that the said William Colbron and Jacob Elliott at

[1] Thomas Fowle, often mentioned in subsequent pages of the *Note-book*, was a well-known merchant of Boston. Savage says he came over before 1635. He was at any rate allowed to be an inhabitant of Boston in 1639. He became involved in the complications about D'Aulnay and La Tour, which we cannot hope to unravel here, and in certain religious controversies (Dr. Child; see *Winth.*, ii. 261, 265, 321).

the speciall instance and request of the said Griffith Bowen together wth him and for him stand bounden unto Francis Kingsmill Esqr Willm Arundell William Flemming and George Waters merchants in one obligation or bond of the summe of two hundred sixty and five pounds bearing date the Day of the Date of these presents Condičoned for the payment of the summe of two hundred thirty & five pounds unto them or any of them their or any of their Executors administrators or assignes upon or before the first day of January next ensuing the date of the said obligation) hath granted bargained and assigned and by these presents doth grant bargaine & assigne unto the said Willm Colbron and Jacob Eliott all those twenty five head of cattell wch were bought by the said Griffith Bowen of George Luxson ffactor for the said Obligees To have and to hold the said Cattell unto the said Willm Colbron and Jacob Elliott their executors administrators and assignes Provided allways that if the said Griffith Bowen his heires executors administrators or assignes shall well and truly pay or cause to be payd unto the said Francis Kingsmill Willm Arundell Willm Fleming and George Waters or any of them their or any of their executors administors or assignes the said summe of two hundred thirty and five pounds according to the tenor of the said Obligation or Condičon thereof then this present grant bargaine & assignement shall be voyd & of none effect or els it shall remaine & be in full power strength & vertue. In witnesse whereof the partyes abovesaid have hereunto interchangeably sett their hands & seales the Day & yeare first abovewritten. [2–6 r a bushell of corne.]

1. Wheras[1] Mr Treworthy bought a boate of seaven tun or thereabout of Mr Thomas Purches I alleadge that he understood how old the boate was and agreed to give 25^l^ for it and 2. in the bargaine being made at Pascattaway at a house called Nequickananmicke then Mrs Masons I was to have the

[1] I suppose that this is written by Thomas Purchas, of Pagiscott, who, it may be remembered, had some trouble with John Treworthy about this same boat that is mentioned by Lechford (*ante*, p. 84).

boate within 8 dayes to transporte me home wth one man of Mr Treworthys & then also wth the boate to receive the money.

3. The bargaine was made about the midst of July 1636 I was forced to stay myselfe & 3 men a moneth at charges expecting the boate to carry us home whereby I lost the labour of my men for 5 weekes in the midst of hay harvest so that my Cattell suffered much thereby besydes my losses otherwise.

4. I was put to charges of 4^l^ for our transportation home at that tyme wheras we were to have had that boate to have gone home in wthout that charge.

5. It appeareth that the money being 25 at first & the said 4^l^ & my other charges for me & 3 men of 5^l^ in all 34^l^ hath ben deteyned 4 yeares wch might in way of merchandize have benefitted me in that tyme so much more so that I may iustly say my dammage is 68^l^ which I leave to yor worthy Consideration.

[154] I Thomas Dudley Esqr Governor of the Jurisdiċon of the Mattachusetts Bay in New England Doe hereby certify unto all manner of persons whome it may concerne that Edward Hall[1] late of the parish of Henborough in the County of Gloucester carpenter and now of Duxbury in New England sonne of Francis Hall late of Henborough aforesaid yeoman Deceased as appeareth unto me by his owne oath & the oath of James Smith marriner is now at the making hereof in full life and health. In testimony whereof at the request of the said Edward Hall I have caused the Common Seale of our Colony to be hereunto affixed the fifteenth day of July in the sixteenth yeare of the Raigne of our Soveraigne Lorde Charles now King of England &c. Annoq^r^ Dmi 1640. [2–6]

That Sarah Hubbard wife of Edmund Hubbard of Hingham in New England sometime wife of John Lyford Clerke sometime Minister at Levelegkish neare Laughgaid in the County of Ardmagh Deceased is alive &c. [A writing of advise 6*d*.]

[1] This is not the Edward Hall mentioned above (p. 139) as servant of Mr. Richard Saltonstall. He was of Duxbury as early as 1636, and later of Bridgewater, and then of Rehoboth.

Boston 15 Julii 1640.

Upon sight of this my first bill of exchange my second & third not being payd I pray you pay unto James Smith marriner or his assignes the summe of ten pounds & ten shillings currant money of England wch is for so much in Commodities heere received of him to the use of myselfe & my brother John Hall late of Henborough in the County of Gloucester tayler sonnes of Francis Hall late of the same yeoman Deceased. I pray make good payment & charge it to the account of the said John Hall as by advice. So I rest

Yo^r^ loving Friend

Edward Hall.

To my very loving friends Edward Stokes of Charleton in the parish of Henborough aforesaid yeoman & John Taunton late of Henborough aforesaid husbandman Executors of the last will & Testament of the said Francis Hall or to either of them.

The Commodities received 2 barrells of beife at 40^s^ p peece	4l		
Item 3 barrells of oatmeale at 6^s^ p bushell	3l	15^s^	
Item two peices flanning of 63 yardes at 8*d*	2	1	

[2–6. 27° Julij. The ship called the Mary Rose about one of the Clocke riding at Anchor before Charles Towne was blown up wherein among other marriners & seamen the said James Smith.]

Me Wm Bevan[1] de Civitate Bristoll mercatorem tener Thome Dudley Ar Gubernator de le Mattachusetts in Nova Anglia in mille libris Dat 17 die Julii 16 Caroli 1640. [1*s*.]

The Condičon of this obligation is such that whereas the abovebounden Willm Bevin hath lately bought of Robert Saltonstall gent Certaine peeces of Iron Ordinance that is to say two Demy Culverins of the weight of three thousand one

[1] The name Bevans is found in New England towards the end of the century; but it is unlikely that this man was ever in New England for any length of time.

hundred fifty six pounds a peece for the proper use and service of him the said Willm Bevin. If therefore the said Willm Bevin shall not sell or putt off the said peeces of Ordinance or either of them to any [**155**] person or persons not being the subject or subjects of our Soveraigne Lorde King Charles then &c. [1*s.*]

Nos Johēm Squire[1] de Attamenticus in Nova Anglia Piscatorem Nichūm Squire de eadem piscatorem & Sampson Anger de eadem in Piscatorem tener Thome Foule Ar in 60^{l} dat 21 (5) 1640.

Condičon, That if the abovebounden John Squire Nicholas Squire Sampson Anger or any of them their or any of their heires executors or administrators shall well and truly pay and deliver unto the abovenamed Thomas Foule his executors administrators or assignes so much well-condičoned and merchantable dry codd fish at the rate of foureteene shillings the Kentall or in default thereof so much money aboard such vessells or shippes at or neare the Isle of Sholes or Pascattaway in New England before the first day of July next ensuing the Date hereof as shall fully satisfy and countervayle all such goods & commodities as the said Thomas Foule his executors administrators or assignes shall at any time or times before the said first day of July upon request of the said John Nicholas & Sampson or any of them their or any of their executors administrators or assignes deliver unto them or any of them at such prices and rates as they shall agree upon. [1*s.* 6*d.*]

Me Thoman Foule de Boston in Nova Anglia Ar tener &c. Johi Squire Nicholas Squire et Sampson Anger in 60^{l} dat 21 July 1640.

That if the abovebounden Thomas Foule his heires executors administrators or assignes or any of them shall from time to time take and buy or cause to be taken & bought

[1] Of the Squires of Agamenticus I find no satisfactory mention. Sampson Anger, however, is noted in Savage as on the grand jury at York in 1649, freeman 1652, and constable 1655. The name is spelled Alger more often, apparently, than either Anger or Auger.

of the abovesaid John Nicholas & Sampson their executors administrators or assignes such & so much well-condičoned and merchantable dry codd fish as they or any of them shall cure dresse and provide at the rate of fourteene shillings the kentall & receive the same into some vessells or shippes at or neare the Isle of Sholes or Pascattaway in New England before the first day of July next ensuing the date hereof either with & for redy money or in Default thereof goods & commodities at the prices & rates as they shall agree upon. Then. [1*s.* 6*d.*]

Samuel Freeman[1] of Watertowne in N. E. g. makes a letter of Attorney to Andrew Walker Citizen & tallow chandler of London vers Willm Clerke &c.

Knowe all men by these presents that whereas Willm Clerke Cittizen and Skinner of London standeth bound unto me Samuel Freeman now of Watertowne in New England & late of Mawlyn in the County of Kent gent in one bond or obligation of eight hundred pounds Dated the second day of November in the twelveth yeare of the Raigne of our Soveraigne Lord Charles by the grace of God King of England &c Annoq^{r} Dñi 1636. Condičoned for a surrender of a certaine coppihold Cottage or Tenement orchard and garden and two acres & halfe of land wth the appurtenances in Cheswicke in the County of Midd to be made by the heire or heires of Elizabeth Clerke late wife of the said Willm Clerke unto Robert Cogan of Cheswicke aforesaid Esqr in such manner and form & for saving harmlesse me the said Samuel and my heires as in and by the Condičon indorsed on the said bond is expressed as more at large in & by the said bond & Condičon thereof it doth & may appeare. Now Knowe yee that I for divers good Causes and Considerations me thereunto moveing have granted and assigned and by these presents doe grant & assigne the said bond and all profitts advantages & money thereby to be recovered unto Andrew Walker Cittizen & Tallow chandler of London To have and to hold

[1] Samuel Freeman, of Watertown, had probably come with Winthrop, but went home to England shortly after this, and there died, as it is reported.

receive & perceive the said bond profitts advantages & money thereby to be recovered unto him [156] the said Andrew Walker his heires & Assignes. And further for that end & purpose I doe hereby make ordeyne constitute and in my stead & place by these presents put and appoint the said Andrew Walker my true and lawfull Attorney irrevocable for me and in my name but to the proper use of the said Andrew Walker his heires and assignes to sue for recover and receive of & from the said Willm Clerke his heires executors and administrator the said eight hundred pounds giving and granting unto my said Attorney my full power and Authority in execution of the premises for me and in my name to arrest sue impleade imprison condemne and out of prison to deliver and plead processe & prosecutions for me & in my name to susteyne & mainteyne in any Cort or Corts and before what Judges or Magistrates soever and to compound and agree and upon the Recoverys and receipts in that behalfe acquittances or other sufficient Discharges for me and in my name to make seale & deliver and if need be satisfaction upon record to acknowledge and also the said bond or obligation to Cancell & deliver up And Attorney or Attorneys one or more under him to doe the premises to substitute and revoke And further to doe say affirme procure & cause to be done all & every other matter and thing whatsoever wch in or about the premises shall be requisite or needful in as large & ample manner & forme as I might or could doe myselfe if I were personally present Ratifying confirming & allowing all & whatsoever my said Attorney shall lawfully doe or cause to be done in or about the execution of the premises or any of them. In witnesse whereof I have hereunto put my hand & seale the Twenty second day of July in the sixteenth yeare of the Raigne of our Soveraigne Lord Charles by the grace of God King of England Scotland. France & Ireland Defender of the Faith &c Annoq^{r} Dñi 1640. [3–4]

Francis Willoughby[1] of Charlestowne in N. E. merchant & Nicholas Parker of Boston in N. E. g. to be bound to

[1] Francis Willoughby had come to New England two or three years before, and was already well known. He was representative in 1642 and twice after-

Captaine Timothy Thornhill in ffifty pounds—to be payd at Mr Winthrop's house in B 1 Feb^r^ next. A mortgage of the Tobacco & a Counterbond.

Willm Hales Planter assures the tobacco to them for security. [4*s.*]

I Thomas Dudley Esqr Governor of the Jurisdiction of the Mattachusetts Bay in New England having seen these presents signed sealed & delivered in my presence by the abovesaid Samuell Freeman to the use of the abovementioned Andrew Walker doe hereby Certify the same to be the Act and deed of the said Samuel Freeman. In testimony whereof At the request of the said Samuell I have caused the Common seale of our Colony to be hereunto affixed the twenty second day of July aforesaid.

Nos Wm Cole de Weymouth in N A planter & Jacobus Smith de N A prd p tener' Capitando T. T. in 30^l^ dated 25 Julii 1640 Condiconed to pay 15^l^ 6^s^ 1 Feb^r^ px at Mr Winthrops house in Boston. [1*s.*]

[157] Nos Edmun Hull de Boston in N A gen Willm Johnson de eadem plantator Ricm Cooke de eadem scissor et Arthur^m^ Perry[1] de eadem scissor tener &c Capitando T. T. in 40^l^ dat 25 Julii 1640. Condiconed to pay [*blank*] ^l^ 1 Feb^r^ px at or in Mr Winth house in Boston. [1*s.*]

A Case. A servant reteynes an Attorney in his Masters name & wth his consent to sue R D for money due to the master for goods bought out of his shop by the said R D in wch suit the Attorney expendes money & p^r^secutes wth effect. So The suit is upon Record betweene the said Master & the

wards. Later he was chosen an assistant, and in 1665 was elected Deputy-Governor, which office he held until his death in 1671. It may be a stretch of imagination to suppose Captain Timothy Thornhill to be Captain Thomas Thornell, a transient resident, thinks Savage, who died 1660. William Hales I take to have been a Virginia planter; he was not a New Englander. These two men can hardly be identified. James Smith, of Weymouth, is merely noted by Savage, but nothing more.

[1] For Richard Cooke and Arthur Perry, see *ante*, p. 59 and note.

said Debtor & for the goods of the said master and that by his consent. The Question is although the servant did promise to pay the Attorney all due fees & charges in case he hath not p^{d} the same, whether the Attorney may not recover the said fees & charges at his election of either the said master or servant.

I conceive this case to be very cleare & that the master is bound both in Law & equity to pay the Attorneys bill. Jo. Winthrop 5. 25. 1640.

Now I can depose upon my oath that remaines due to me for charges expended & for my due fees in the said suit 23^{s} 4^{d} for wch I have the hand & promise of the servant to my booke in England.

Mr Thomas Barnardiston against Mr Thomas Weston[1] in an accõn of debt for 63^{l} 14^{s} [3*s.* 4*d.*]

Knowe all men by these presents that wheras by vertue of the within written Letter of Attorney I Thomas Lechford one of the Attorneys within named caused processe to be served on the goods of the within mentioned Thomas Weston in the name of the within written Thomas Barnardiston for the debt within specifyed and afterwards by Direction of John Winthrop Esqr the said Thomas Weston & I myselfe on the behalfe of the said Thomas Barnardiston submitted the said cause to the Arbitrement & Determination of Samuel Mavericke gent and Capt. Edward Gibones Arbitrators indifferently chosen betweene us whereupon the said Arbitrators upon hearing and Consideration of the said Cause did in writing under their hands award that the said Thomas Weston should deliver unto me to the use of the said Thomas Barnardiston soe much well condiẽoned merchantable leafe tobacco wth caske at 6^{d} the pound as will amount to the said principall debt &

[1] Thomas Weston I suppose to be the London merchant who was interested in the planting of Weymouth in 1622. He is said to have died at Bristol, — I suppose at the storm of the town by Maurice and Rupert in 1643. No other person of the name is mentioned in the early history of New England. Thomas Barnardiston I know nothing of, and suppose from the fact that Lechford acts as attorney for him that he was at this time in England or Virginia.

bill & that thereupon I should in the name of the said T B release the said Thomas Weston of the said debt & bill thereof within mentioned. Now I the said Thomas Lechford doe hereby acknowledge that I have received of the said Thomas Weston the summe of two thousand five hundred forty eight pounds of well conditioned merchantable leafe tobacco at the rate of 6^{d} the pound in full discharge of the said debt & bill And therefore in performance of the said award and by vertue of the said Letter of Attorney I the said Thomas Lechford doe hereby in the name & for and on the behalfe of the said Thomas Barnardiston remise release and forever quitt clayme unto the said Thomas Weston his heires executors and administrators the said debt & bill and all & all manner of accons suits iudgments exemptions charges and demands whatsoever that the said Thomas Barnardiston his executors or administrators have or may have against the said Thomas Weston his heires executors or administrators by reason of the said bill or debt. In witnesse &c. 5. 27. 1640.

5. 27. 1640. Received by authority of Letters of advise of & from Thomas Lechford one of the Attorneys in the above written Coppie of a Letter of Attorney mentioned all the tobacco in caske wch he recovered of & from Mr Thomas Weston at the suit of Thomas Barnardiston in the said Copy mentioned I doe approve of the said proceedings & I say I have received to the use of the said T. B. of well condiconed leafe tobacco in caske the weight of 2548^{l}. [2. 6. Copied Attornat 1—6. Cop orbit 1. Mr Winthrops' receipt 1—Marshalls fee 5—15—4.]

[158] Morgain Lewys of Pascattaway marriner makes a letter of Attorney to John Pickering[1] of Pascattaway planter to receive of Mr Thomas Warrenton the summe of 14^{l} due to me by bill dated 4 December 1639 payable & that should have bin payd 30 Martii ult. Dat 27. Julii 1640 Coram me Ch^{m} Hardy & Samson Salter. [1—6]

[1] John Pickering, already noted, is the only one of these three of whom I can find any mention in a cursory search. Of the two witnesses, I find Samson Salter as "Newport, 1639;" but no Christopher Hardy.

Me John^em^ Downes de Ponte Bondon in Com Corke mercat tener' Georgio Luxson Nich^o^ Brookings & Johi Morris in 34^l^ dat 27 Julii 1640 Condičon to pay them 17^l^ w^thin^ 10 dayes aftir the arrivall of the John & Francis of youghall[1] in England or Ireland. [1*s.*]

Captaine Timothy Thornhill makes a Letter of Attorney to Willm Raynborowe[2] merchant to receive all Debts & summes due to the said Captaine Thornhill. 5. 27. 1640. [1—6*d.*; a note 6*d.*]

Thomas Witherley marriner makes a letter of Attorney unto Willm Vicars[3] of Connecticot planter to receive all debts & dispose & sell all cattell goods & chattells due to him or Willm Quicke. 5. 27. 1640. [1—0.]

Thomas Robinson of Boston marriner for 40. sells unto Thomas Witherley marriner One barke called the Speedwell[4]

[1] From the same kindly authority which gave me the whereabouts of "Ponte Bondon in Com Corke," I learn that Youghall is "a considerable seaport in the County of Cork, at the mouth of the Blackwater," some little way to the east of Cork Harbor.

[2] William Raynborowe (called of Charlestown, *post*, p. **164**) must be a misspelling for William Rainsborough, of that town. Rainsborough lived some time in New England, but in 1645 he went to England to serve in the Civil War. He was himself made colonel, and had Israel Stoughton as his lieutenant-colonel, and Nehemiah Bourne as major. Other New Englanders who went with him were Mr. John Leverett, William Hudson the younger, and Francis Lisle the surgeon, of most of whom we have had mention in this book. Rainsborough is called in one of Winthrop's letters the brother of Stephen Winthrop. He was the brother of Judith, the wife of Stephen Winthrop. If Wyman is right, he was also his step-grandfather, by the marriage of Martha Rainsborough Coytmore with Governor Winthrop. (See Wyman's *Charlestown*, and *Winth.*, vol. ii. apx. A, 65).

[3] William Vicars may be the father of Thomas Vigars, of Hartford, born 1650. Savage offers the conjecture that the family was Dutch; but I find no trace of the name in any early papers relating to the New Netherlands that I have seen. William Quick, called a sailor (*Suff. Deeds*, i. f. 50), is noted at Newport, 1638, but seems by a later entry in the *Note-book* to be of Connecticut (pp. **182**, **189**, *post*).

[4] Whether the "Speedwell," of pilgrim fame, lasted out forty years after being sent back to London as unseaworthy, is a subject which may interest the curious. One Robert Corbin was master of the "Speedwell" 15 Aug., 1637 (*Winth.*, ii. 348).

wth all tacklings & appurtenances to the same belonging wth warranty against all men. 5. 27. 1640. [1—0.]

Thomas Witherle is bound to Thomas Robinson.

Mé Thomam Witherle de Southwarke in Com Surr tener' et firmit' obligar Thome Robinson in 70l condiconed that if bills of exchange be payd by Mr Edward Hopkins[1] for 35l then to be voyd. The bills to be payd at 30 dayes. The bills of exchange only passe. [1—6.]

Allen Yewe[2] of Boston seaman assures his two third parts of one shallop wth tackling & appurtenances thereunto belonging unto Thomas Foule & Samuel Mavericke Esqr^s^ for 22l wch they payd for him to Richard Pin seaman wth proviso that if he pay the money upon the 9 of October next then to be voyd els he will also serve them & their assignes from thence 3 yeares. 5. 28. 1640. [2—8.]

BOSTON IN NEW ENGLAND July 28 1640.

At sight of this my first bill of exchange my second & third not being payd I pray you be pleased to pay upon the nyneth day of November next ensuing the date hereof or any time after that day unto Mr George Hussey Citizen & silkman of London dwelling at the signe of the Doggs head in the pott in Cheapside London or his assignes the summe of twenty pounds starling wch is for so much heere by me received of Mr Robert Scott[3] of Boston aforesaid haberdasher I pray you make good payment & place it to account as by advice.

[2] THOMAS MATSON.

[1] Edward Hopkins, at this time governor of Connecticut, came to Boston in 1637 with Davenport and Eaton, and went the same year to Hartford, where he was made an assistant, then governor. He returned to England in 1652, where he died in 1657.

[2] Of Allen Yewe little seems to be known, save the fact that his name is spelled in a variety of ways. Continuations of this business may be found below (pp. 159, 164).

[3] Mr. Robert Scott, subsequently ensign, had come with Winthrop in 1630. He was once or twice selectman. His house was on the south side of State Street, on the corner, it is supposed, of Pudding Lane, so called, now Devonshire Street.

To my loving Sister in law M^rs [*blank*] Chambers dwelling at the signe of the golden key in Sherborne Lane London widdow and Executrix of the last will & testament of Thomas Chambers Cittizen & clothworker of London Deceased.

John Davys [1] of Boston in New England ioyner bound in a bill to Wm Herricke in 3. 16^s to be payd 25 Dec next dat' 5. 28. 1640. [6*d.*]

A Release by Thomas Matson [2] of Brayntree in New England gunsmith and Anne his wife unto M^rs [*blank*] Chambers widdow & executrix of the last will & testament of Thomas Chambers Citizen & Cloathworker of London deceased for 20^l parte of their Legacy 5. 28. 1640. [6*d.*]

[159] Richard Pinne of Boston in New England seaman makes a letter of Attorney to Allen Yewe to receive & recover all moneys debts dutyes & parte of a boate & netts due to him from divers persons upon Cape Codd voyage wherein I was imployed wth others And certaine money due to me from one Nicholas servant to M^r. Thatcher at yarmouth in New England. 5. 28. 1640. [1*s.*]

Me Allen Yewe de Boston in Nova Anglia nauta tener' &c Ric^o Pinne in 6^l dat' 5. 28. 1640. Condiçoned to pay 3^l ult Junii 1641 at Robert Turners house in Boston. [1*s.*]

[1] John Davis, of Boston, joiner, came in the "Increase" in 1635, and was, I think, disarmed in 1637, with so many more of Lechford's clients. But the name John Davis is a confused one. There were two or three of the name (all joiners) about this time. William Herrick was of Southampton, L. I.

[2] Thomas Matson had been of Boston since Winthrop came over, — a gunsmith by trade and an early member of the church; freeman March 4, 1633. He moved to Braintree after the discomfiture of the Hutchinson party in 1637, with which he sympathized. Afterwards, says Savage, he became a military officer. Where Robert Turner's house was at this time I hardly know. He had what I suppose to be a pasture lot near what is now the corner of Franklin and Congress streets; but I think there was probably no house upon it. Later he bought of Valentine Hill a house on the west side of Washington Street, north of Court Street. It was across the street from Major Gibbons's [*Bk. Possess.*, G, 44, p. 96].

And now, Worthy Sir, what news can I write you from us, but such as is heavy and sad, in every respect? Yesterday, being the 27th of July, a tall ship riding at anchor before Charlestowne, that brought hither provisions from Bristoll, called the Mary Rose,[1] was (most part) blown up with gunpowder which she had in her for defence, (and the rest sunke downe immediatelie,) through some careless rummaging with candle-light in the hold: wherein died a brave mariner Captaine Davis, with ten others, seamen, and two or three of the Country being then on boarde. Fourteen others of the ship's company being on shore, through the mercy of God escaped: I never heard such a fearful blow: it shook the house wherein I was being a mile off, as an earthquake. A sad and doleful accident, and much laid to heart by me. This was at one a clock in the afternoone. God of his mercy grant that we the living may lay it to heart and repent indeed, lest we all likewise perish!

[*Margin:* "*This is not written*"] I for my part, though I hear things are at an ill way in our native country, could yet wish myselfe there, or else in some other place of his Majestie's dominions, considering the errors and disorderlie proceedings we run into and persist in dayly here, as sheep without a shepherd. I know my friends desire to know whether I am yet of any better mind than some of my actions about the time of my coming away did show me to bee. I doe professe that I am of this mind and judgment, I thank God: that Christians cannot live happily without Bishops, as in England; nor Englishmen without a King. Popular elections indanger people with war and a multitude of other inconveniences. The people here, in short time, if the course here hold long, (which God forbid!) are like to be most unchristian, and the rest erroneous and ignorant enough: I have not received the Sacrament these two yeares, nor am yet like to doe, for I cannot agree to such proceedings. I am

[1] The blowing up of the ship "Mary Rose" in the harbor created much excitement in the Colony. The reader will remember Lechford's marginal note, p. 154, and he will meet further reference later, pp. 165, 167, 187. If interested in the matter, he will not fail to consult *Winth.*, ii. 11, 72, 74, and 4 *Mass. Hist. Coll.*, vi. 141, where is a letter from Endicott to Winthrop on the matter.

not of them, in church or common weal: Some bid me be gone, of which I am in some sort glad: others labor with me to stay, fearing my returne will do theire cause wrong; and loth am I to heare of a stay, but am plucking up stakes with as much speed as I may, if so be I may be so happy as to arrive in Ireland, there at leaste to follow my old profession, and where I have hope of some friendship, since I was last there with my Lord Deputy Wentworth now lord lieutenant-general. When they press me to stay, I hold them to such points as these: 1, Let them be pleased to show me by the Scriptures that a people may make [themselves?] a church without the presence and approbation of an Apostle or Evangelist sent unto them from a church: 2dly, That a people have power to choose and ordain their own officers: 3dly, That any ministers have power of imposition of hands, without apostolicall or evangelicall Bishops; and if they can, then I will stay. But I know not whether they will stay me *volens nolens* or what [ways?] they may use to stay me: but this, God willing, is the mind I shall, I hope, live and die in. I tell them the Scots have done they know not what, in putting out of Bishops: I say further to them that others may if they will strain at gnats, the cap, tippet, surplice, cross, kneeling at the Sacrament, &c., whereof none can be singly evil: but I for my part will pray that I may never swallow such camels as departe from Christ and his Apostles and Evangelists, but dissent [from] receiving imposition of hands from one another, downe from the days of the Apostles hitherto: though peradventure great corruptions and many sins have intervened and [*undecipherable*] many, which God pardon unto us! Further, I say to my friends that Apostles, Prophets and Evangelists ought and doe continue, as well as pastors or teachers, to the end of the world: How else can the Gospel be propagated to the Indian or Pagan nations? for Pastors and Teachers, these here make to be overseers of the flock, only. How can churches be administered without them, in peace and uniformitie? For if all churches are so free, and still one [over?] another (as they here holde), are they not in danger to become soe many *fractions*, if not *factions*, sects, divisions, confusions, what not

[else?]? Also, if apostolical and evangelical Bishops, or supervisors are necessarie for the propagation of the Gospel and gathering together churches of God &c., how can they be, without great impiety, thrust out from administering to them, being gathered and approved? May they not visit such churches as they gather or approve? Must they not?

To all these they give me no sufficient answers; and some silence my letters;[1] some cry out of nothing but Antichrist and the Man of Sin: I desire such to consider Mr. Zanchy's opinion, out of the Fathers, of Antichrist, and the doubtful expressions of our interpreters on the Revelation and the second Epistle to the Thessalonians and 2d chapter: whether the seat upon seven hills be a double type: whether it may not be Constantinople as well as Rome, &c. When they urge the example of Geneva, some churches in Germany, both the Higher and Lower, Scotland, &c., I then propound to them to consider what experience any of these churches had in mission to convert and plant churches among pagans and heathens. But things are amiss, and grievances burden us in temporalls and spiritualls. I [ask] what peace can we have, or deserve to have, if we goe on in such a way of disobedience to Apostolical rules? They urge the Common Prayer Book, and sermons are their burden. I say the best and learnedest are and have been beholden to forms, and when the poor Indians are to be taught, will they not teach them by forms? for extempore long prayers in publique and long [continued?] I conceive, without forms in set words and the reading of the Scriptures as well as preaching, the generation following will be more ignorant, if not erronious. In England, 12 or 13 Chapters and Psalmes[2] are read every Sunday, in all Churches, beside what is upon Wednesdays and

[1] After "letters" these words were written and erased: "And will not dispute with mee. I think either out of [contempt] of me or else despaire of their cause." [T.]

[2] In a marginal note to the *Plaine Dealing* (p. 20; 3 M. H. S. iii. 79) Lechford is made to say, "Whereas in England every Sunday are read in publique Chapters and Psalmes in every Church, besides the eleven or twelve Commandments," etc. This, doubtless, should be read, "eleven or twelve Chapters and Psalmes besides the Commandments," etc. [T.]

Fridays and other holydays; but here, Scripture twice a Sunday, in any Church, and upon any other day none at all, in whatsoever assembly or upon whatsoever occasion; but preaching and long [conceived?] prayers. Men may be unmercifull in their long prayers, to those that heare them. Doctrinal discourses [delivered] in prayer are not so fitting or proper unto prayer: And for ceremonies, bowing at the name of Jesus, and the like, there is no danger in them; but alreadie to drive such things out tends more to Atheisme, Arianisme, &c., than they are aware of. I forget not to tell some, that they have taken upon them *opus infinitum et impossibile*, in their publique discipline toward offenders. By what rule, I asked them, are the faults of men to bee so publiquely handled before all the world as to undo them? Is not a consistorie better and more agreeable to the Word of God? Is not some due pastorall [collation?] between the people and their own watchman (with reference to the Apostolicall or Evangelicall [bishop?] in weighty matters,) a great deale better and more consonant to Scripture? Besides, if all men among them were admitted to the privileges of the Church and Sacraments, in their way, then, I say, if offenses must bee so handled, I see not but they must doe nothing else almost; it will be so infinite: and further, what power have any ordinarie men (I mean those not of the ministrie) at all to [decide?] either in admission or excommunication? seeing they have not power of b[ind]ing? But Apostles and Evangelists have [express]ly power of b[ind]ing; to them it was therefore committed, consequentially, of admission and excommunication. These and the like discourses we have, but few know my full mind in some things of weight whereof I do professe I was ignorant and misled in England. You may wonder how I am now reformed: Truly, Sir, I was forced for my owne satisfaction to studie these things, and the Lord giving lesser and great, hath also given a blessing, I hope, unto mee. The land certainely is of great consequence; besides the fishing trade furs and other commodityes, there are surely rich Mines (as I believe upon credible report, and thinke I can prove); which if his Majesty [never?] takes

notice of, we hope his wisest counsels will bend to look at us, a poor forlorn ignorant people. O mercy, mercy, from all the powers of mercy in heaven and on earth, to such as sin of ignorance![1] Long live England, and England's friends: let them prosper that love her. If a man travel from East to West, England is a good land: Ireland also. [Great, almost incredible are the difficulties of new plantations].[2] Here are it 's true some wise men: they want estates and maintenance, and in this way they are never like to get them, I fear. The Patent they thinke bears them out to uphold their electorie[3] proceedings, though I heare it be declared voide and sent for.[4] [It were good, I thinke, if his Majesty were so.][5]— The God of Heaven guard his Majesty and his councils, and continue to England and the united Kingdomes of our Sovereigne, and all his dominions, every blessing there and peace. If I come over as I hope to do, I shall discourse to you more at length. In the meane while, I commend you and yours to God; not forgetting my best respects unto your beloved Mrs Bacon and your neighbours, all whom I love and respect heartily, Mr Alexander Jett my s[chool] fellow, and your kinswoman his wife; rests yours assuredly in all love, service and thankfulnesse,

THOMAS LECHFORD.

John Cogan of Boston merchant makes a letter of Attorney to James Love to receive of Richard Foxwell and Ambrose Berry[6] what debts & summes of money they owe him 5. 28. 1640. [1*s.* p^d in corne.]

[1] In the margin Lechford modestly wrote: "In the number of the ignorant, I hold *myselfe*, and Mr Burton, Mr Prynne and Doctor Bastock [Bastwick], and a multitude more." [T.]

[2] These words were erased. [T.]

[3] A favorite word with Lechford. "Some electorie ways tend to the overthrow of Kingdomes," he tells us in *Plaine Dealing* (3 *M. H. C.* iii., 121); and again, "That electorie courses will not long be safe here, either in Church or Commonwealth" (*Id.*, p. 109). [T.]

[4] See Winth., *Jour.*, ii. 12. [T.]

[5] These words erased. [T.]

[6] This is part of John Cogan's business with the main coast. More may be found in regard to Richard Foxwell, I presume on this same matter, p. 196, *post*. He was an old inhabitant of that region, having been at Piscataqua as early as 1630, and being, as I suppose, now settled at Scarborough, where he went in 1636. Ambrose Berry was of Saco, but nothing is known of him.

[160] *The account of* THOMAS ROBINSON *marriner concerning the partnership betweene him and* JOHN SWINFORTH [1] *ship Carpenter intestate deceased in one barke called the Speedwell* 5. 29. 1640.

Since they last made even they layd out in Winter last	9l	0s.	0d.
For an Anchor	2	5	0
For an other Anchor	1	3	6
For a boate	3	0	0
For a maine bonnet	1	10	0
For a barrell of tarre	1	15	0
For a pott & pitch	0	12	0
For Carpenters wages	1	10	0
To Thomas Stanton	1	12	0
To Mr Richard Parker for a foresayle	1	3	0
To goodman Gilham for a barrell of tarre	1	10	0
For ropes & other smale things belonging to the barke	1	0	0
Sum	27	0	6

Since they last made even they have earned wch the barke				16	0	0
So the losse surmounts the gain				11	0	6
The losse being equally to be borne John Swinforths parte to beare thereof is				5	10	3
He also owes otherwise unto Thomas Robinson				2	7	0
W^{ch} added to John Swinforths parte of the losse is	7	19	3d.			
The said barke is sold for	40l	0				
Whereof John Swinforths parte is	20	0	0			
Out of wch deducting the said	7	17	3			
There remains in the hands of Thomas Robinson due to the estate of John Swinforth				12l	2s	9d.

[1—6]

[1] James Swinforth, ship-carpenter, like Thomas Robinson, mariner, left no record by which any of his history may be traced. Goodman Gilham (or Gillam), who sold the "tarre," was a ship-carpenter, who had his shop in the fort field on the town cove. That Goodman Gillam, Benjamin by name, had "tarre" is sure enough; for we may see by the *Town Record* that on one occasion going so far as to make a fire out on his wharf to heat a "pitch-pott" and being detected at the same, he was fined ten shillings, of which he was made to pay five. But this was seventeen years after the "Speedwell" was sold to Thomas Witherly to carry William Boreman away to Connecticut.

An Account for Timothy Hawkins[1] Carpenter made 5. 29. 1640. [1*s.*]

Be it knowne unto all men by these presents that I John Coltman[2] late of Newton Harcoate in the parish of Weston in the County of Leicester and now of Wetherfield upon the River of Connecticot planter doe hereby make ordeyne constitute and in my place and stead put my Dearely beloved Father Thomas Coltman of Newton Harcoate aforesaid Blacksmith my true and lawfull Attorney for me and in my name Lawfully to enter into and upon and to grant bargaine and sell for such reasonable summes of money as He shall thinke meete unto any person or persons all such Lands Tenements Free and Coppihold whatsoever and all goods & Chattells reall and personal whatsoever [161] within the Kingdome of England belonging unto me And in defalt of a purchaser or purchasers of the said Lands or tenements for me and in my name into and upon the same lawfully to enter & make a Lease or Leases unto any person or persons whatsoever for any terme or termes not exceeding the terme of seven yeares from the date of such Lease or Leases and under such reasonable yearely rent or rents Covenants or Conditions as to my said Attorney shall seeme meete and so as the same Lease and Leases be made in immediate possession and not in reversion And the said Tenant & Tenants lawfully to remove & Displace and others to put in their roome from time to time as cause shall require And for me and in my name to aske demand receive and recover all the moneys accrewing and belonging to me by reason of the premises. All rents issues and profitts thereof all Debts Dueties and demands due unto me from any person or persons whatsoever And the said moneys rents issues profitts Debts & Duties to returne unto me as by my letters of advise I shall from time to time Direct

[1] This account of Timothy Hawkins may have been one which he presented to the General Court in regard to a house with which he had had something to do (see *post*, p. 171). He was a Watertown man, it seems.

[2] John Coltman, of Wethersfield, was later a schoolmaster; but whether he got his learning on this side of the water, or studied by the light of his father's forge, is not known.

and appoint. And to that end and purpose for me & in my name to commence and prosecute wth effect or cause to be commenced & prosecuted wth effect any actions suits or writs against any person or persons whatsoever about the premises or any of them and to compound & agree upon receipts & recoverys in that behalfe for me & in my name acquittances or other sufficient Discharges or releases to make seale and deliver And I also grant unto my said Attorney that he shall or may by any deed or deeds covenant or covenants bynd me my heires executors and administrators to make acknowledge levy execute & suffer any further lawful and reasonable acts and deeds fines Recoverys or other assurances for the more sure making and conveying of the premises or any of them unto such purchaser or purchasers of the same as my sayd Attorney shall for me & in my name bargaine or agree wth for and about the premises or any of them and at their costs & charges in the law as shall be by the said purchaser or purchasers or their Counsell learned in the law reasonably advised devised or required so as for the doing or suffering thereof I be not compelled to travell above ten myles from Wethersfield aforesd And all and every other matter or thing lawful & requisite to be done or wch I shall from time to time under my hand & warrant direct in and about the execution of the premises for me and in my name to doe execute and performe as fully powerfully & effectually as I myselfe in my proper person might or could doe if I were present Ratifying confirming and Allowing all and whatsoever my said Attorney shall lawfully doe or cause to be done in the premises or any of them In witnesse whereof I have hereunto sett my hand & seale the Twenty nyneth day of July in the sixteenth yeare of the Raigne of our Soveraigne Lord Charles by the grace of God King of England Scotland France and Ireland Defender of the faith &c Annoq^r^ Dmi 1640. [3—4.]

Thomas Pinny of Weymouth in N. E. t makes a Le^r^ of Attorney to Mr Richard Garrett[1] of Scituate in New England

[1] Mr. Richard Ganett was town-clerk of Weymouth, but had formerly been of Scituate. Roger Amnidown was now a Salem man.

merchant to re[e] 22[e] of Roger Ammidowne of Weymouth aforesaid shipwright. Dat' 31 Julij. 1640. [6*d*.]

Knowe all men by these presents that whereas Richard Bulgar of Dover [1] in New England planter for and in consideration of indian corne planted and growing on two acres or nere thereabouts being the land of one Willm Beard of Oyster river two breeding sowes whereof one is great wth piggs and seven hundred of pales cloven lying neare the said corne to the said Richard Bulgar assigned and bargained by me William Downes late of Dover aforesaid planter did promise and undertake that I should in his behalfe receive of and from M[r] Valentine Hill of Boston commodities to the value of foure pounds and that the said Richard Bulgar would satisfy and pay five pounds more unto M[r] John Turner for my intended passage into the West Indies. But the said M[r] Turner hath refused to accept of the satisfaction in the letter of the said Richard Bulgar dated the 24th of the last moneth propounded whereby he hath not fullfilled the said bargaine on his parte and I am disappointed of my voyage aforesaid. Now I the said [182] William Downes in Consideration of nyne pounds of lawful money of England to me in hand payd and satisfyed by Captaine Richard Morris doe by these presents grant bargaine and sell unto the said Captaine Morris the said Corne two swine and pales and all the encrease of the said swine & all my right & title of in & to the premises & every parte thereof To have hold and enjoy the said Corne swine & pales all & singulare the premises wth the Appur-

[1] This piece of business is clearer than most of the transactions that took place at Dover or Oyster River. Richard Morris and Richard Bulgar we know were both Roxbury men who had left their homes during the Hutchinson controversies, and were now at Exeter, or perhaps Dover. They must have known each other well, though they may not have transacted business together. Valentine Hill had continual relations with Dover, from which place he was representative later. Mr. John Turner was a Salem West India merchant; he died at Barbadoes. William Beard, of Dover, was long after this killed by the Indians at Durham. Of William Downes alone is there no trace; but I suppose he went down to the West Indies,—perhaps to the church at Isle of Providence in the ship in which Captain William Pierce was killed. Such persons afford ample ground for conjecture.

tenances whatsoever unto the said Captaine Richard Morris his executors administrators and assignes And further for that end & purpose I hereby make ordeyne & appoint the said Captaine Morris my true & lawful Attorney for me & in my name to aske demand receive and recover the premises and every parte thereof of and from the said Richard Bulgar and all manner of persons els whatsoever interupting therewith. In witnesse &c. 6. 1. 1640. [1*s.*]

I Captaine Richard Morris doe hereby acknowledge that I am indebted unto Richard Bulgar the summe of foure pounds wch was for goods and commodities of that value received by William Downes of Mr Valentine Hill upon the account of Edward Calcott by the direction of the said Richard Bulgar In witnesse &c. 6. 1. 1640. this was altered & made payable to Mr Colcord.

I Captaine Richard Morris doe hereby acknowledge myselfe to be indebted unto William Downes the summe of five pounds to be payd unto the said Willm his executors admrs or assignes upon the fifteenth day of July next ensuing the date hereof for wch payment I bynd me my heires executors and adm^{rs} firmely by these presents &c dat' 6. 1. 1640. [6*d.*]

John Peakes bound by bill to Thomas Robinson for 40^{s} to be payd 29. 7. 1640 dat 18. 6. 1640. [4*d.*]

Matthew Southerland [1] of Newporte in the Island of Rodes in new England marriner bound by bill to Thomas Robinson for 4^{l} to be payd the 9th of 8^{ber} 1640. dat' 20. 6. 1640. [6*d.*]

This Indenture made the ffourth day of July in the sixteenth yeare of the raigne of our Soveraigne Lord Charles by the grace of God of England Scotland France and Ireland King &c Annoq^{r} Dñi 1640. Betweene Richard Bellingham of Boston in New England of the one parte and Thomas Joy

[1] Of Matthew Southerland Savage knows no more than the fact that he existed, and where he lived. He seems to have been a sort of partner of Robinson. (See *post*, p. 170.)

of the same Carpenter of the other parte Witnesseth that the said Richard Bellingham for and in divers good considerations him thereunto moving hath demised granted and to ffarme letten And by these presents doth demise grant and to ffarme let unto the said Thomas Joy all those the saw pitts [1] of the said Richard Bellingham and the marsh ground adjoyning thereunto lying in Boston aforesaid betweene the houses & grounds of John Crabtree & John Lowe conteyning in length from the Beach there foure rods wth the appurtenances To have and to hold the said sawpitts & marsh ground and all and singulare the premises wth the appurtenances whatsoever unto the said Thomas Joy his executors adm^{rs} & Assignes from the day of the date hereof for and during the terme of twenty yeares thenceforth next ensuing fully to be compleat & ended Yeilding & paying therefore yearely unto the said Richard Bellingham his heires and assignes the summe of five pounds [163] of lawful money of England at foure termes of the yeare that is to say the third day of the first weeke in the moneth of October the third day of the first weeke in the moneth of January the third day of the first week in the moneth of Aprill & the third day of the first weeke in the moneth of July by equall portions to be payd. Provided allways that if the said yearely rent shall be behind & unpayd in parte or in all by the space of foureteene days next after any of the severall days of payment aforesaid being lawfully demanded that then it shall or may be lawfull to and for the said Richard Bellingham his heires and assignes into the premises to reenter and the same to have againe & enjoy as in his or their former estate any thing in these presents to the contrary thereof conteyned in any wise notwithstanding. And it is Covenanted & agreed betweene the partyes abovesaid that whatsoever buildings the said Thomas Joy his executors

[1] These sawpits of Richard Bellingham were in a marsh belonging to him which lay on the northwest side of the Town Cove (over opposite Bendall's Dock). The place is between Union and North streets, just off Dock Square. John Lowe's lot is noted in the *Book of Possessions;* but John Crabtree's is not mentioned anywhere in the volume. John Lowe was a wheelwright; the other two were carpenters. Joy moved to Hingham in 1647, and I cannot say what then became of the sawpits.

administrators or assignes shall build upon the premises during the said terme the same shall be valued at the end of the said terme of twenty yeares by two indifferent men to be chosen by & betweene the said Richard Bellingham his heires or assignes and the said Thomas Joy his executors administrators or assignes and being soe valued the said Richard Bellingham his heires or assignes shall and will pay and satisfie the said Thom: Joy his executors administrators or assignes for the said buildings according to the said value thereof soe made as aforesaid In witnesse &c. [3–4]

This Indenture made the twentieth day of August in the sixteenth yeare of the Raigne of our Soveraigne Lord Charles by the grace of God of England Scotland France and Ireland King Defender of the Faith &c Annoq^{r} Dñi 1640. Betweene Thomas Dexter[1] of Lynne in New England yeoman of the one parte and Humfrey Hooke Citizen and Alderman of Bristoll and Edward Godfrey gent and Hugh Courtney of Bristoll aforesaid merchant for and on the behalfe of the said Humfrey Hooke of the other parte Witnesseth that whereas the said Thomas Dexter standeth indebted and doth owe unto the said Humfrey Hooke the summe of foure hundred & fifty pounds of lawful money of England as by one judgment of the said Thomas Dexter acknowledged in the Court at Boston before the Governor Deputy & Assistants of the Society of the Mattachusetts Bay in New England appeareth the said Thomas Dexter in Consideration thereof and for further & better security of payment & satisfac̃on thereof hath granted bargained sold enfeoffed & confirmed and by these presents doth grant bargaine sell enfeoffe & confirme unto the said Humfrey Hooke All that ffarme house and ffarme conteyning Eight hundred acres of land lying & being within the precincts of Lynne afores^{d} called & knowne by the name of Thomas Dexters ffarme wth the appurtenances and such Croppes of

[1] Thomas Dexter is not infrequently met with in the old authorities. There is some little that may be found to his discredit in the *Colonial Records*, — chiefly such as would naturally result from an over-jovial temperament and an unruly tongue. He was now of Lynn, and had been since 1630; but he subsequently moved to Barnstable, in the Colony of Plymouth.

Corne as thereto belongeth and twenty head of Cattell To have and to hold the said ffarme house & ffarme corne & cattell and all & singulare the premises wth the appurtenances unto the said Humfrey Hooke his heires and assignes for ever Provided allways that if the said Thomas Dexter his heires executors administrators or assignes shall well and truly pay or cause to be payd unto the said Humfrey Hooke [164] his executors administrators or assignes the summe of ffive hundred pounds of lawfull money of England upon the ffirst day of June next ensuing the Date hereof at or in the now dwelling house of Willm Hudson situate in Boston aforesaid Then this present grant bargaine sale feoffement & confirmation shall be voyd and of none effect or els it shall be & remaine in full power strength and vertue And it is agreed betweene the said partyes that if the said mortgage take place through non payment as abovesaid that the overplus coming upon sale of the premises beyond the said five hundred pounds and forbearance money after the rate of eleven pounds by the hundred for the said foure hundred & fifty pounds untill such sale made shall be payd unto the said Thomas Dexter his executors administrators or assignes In witnesse &c. [3–4]

Samuel Searle of Quinapeage Planter in the behalfe of Jasper Crane[1] of the same Agent or Attorney for M^r^ [*blank*] Roe Citizen of London Demiseth unto Henry Dawson and John Search of the same one house & house lott & three acres of land lying in Boston wherein Willm Herricke now dwelleth from 29 Sept next for 5 yeares 4^li^ 10*s*. rent halfe yearely, to fence to the value of 4^li^ 10*s*. to repaire 21. 6. 1640. [5*s*.]

Thomas Bright[2] of Waterton in N. E. g. mortgageth all his house & lands being ten acres lying in the precincts of

[1] Jasper Crane was after this (in 1650) representative for New Haven. He was now one of the assistants of New Haven Colony, and ten years after was assistant in Connecticut for three years. This may be found in Savage, who says nothing at all about Samuel Searle. Dawson and Search are here called of Quinepiac, but were later of Boston. The former was servant to William Hudson the younger, and had the care of his concerns when Hudson was engaged in the Civil War in England.

[2] Thomas Bright was some relation perhaps to Henry Bright, surveyor-of-arms at Watertown.

Waterton aforesaid wch he purchased of Robert Feke gent wth the appurtenances together also wth the Croppes of Corne growing upon the same unto Willm Raynborowe of Charleston in N. E. m. for 120^l^ to be payd 6 Marcii px dat 24 Aug: 1640. [2–6 pd in shott 19^l^ barrell & all 9. 30. 1640. 2*d.* p^d^ so I had 6*d.* shot above ye 2*s.* 6*d.*]

An assignment of Richard Pynnes Debt due from Allen Yewe to Robert Turner 24. Aug. 1640. [4*d.*]

SIR —

Here is a good land, and yeilding many good commodities, especially fish, and furs corne and other richer things, if well followed, and if that popular elections destroy us not. It is a good Land, I say, that instructs us to repentance, when we consider what a good Land we came from, what good lawes and government we have left, to make experiments of governing ourselves here by wayes, wherein (like young Physitians) of necessity we must hurt and spoile one another a great while, before we come to such a setled Commonwealth, or church government as is in England.

I thank God, now I understand by experience, that there is no such government for English men or any nation as a Monarchy; nor for Christians, as by a lawfull Ministerie, under godly Diocesan Bishops, deducing their station and calling from Christ and his Apostles, in descent or succession; a thing of greater consequence than ceremonies (would to God I had known it sooner) which while I have in my place stood for here these two years, and not agreeing to this new discipline, impossible to be executed, or long continued, what I have suffered, many here can tell; I am kept from the Sacrament, and all places of preferment in the Commonwealth, and forced to get my living by writing petty things, which scarce finds me bread; and therefore sometimes I took to planting of corne, but have not yet here an house of my owne to put my head in or any stock going: whereupon I was determined to come back into Ireland, but by the over-entreaty of my wife and some other friends, I here think to stay a

while longer, hoping that the Lord will shortly give a good issue to things both in our native country, and Scotland, and here, as well as in all other his Majesties dominions. I was very glad to see My Lord Bishop of Exeters Book of Episcopacie by divine right; it gave me much satisfaction. If the people may make ministers, or any ministers make others without an apostolicall Bishop, what confusion will there be? If the whole Church, or every congregation, as our good men think, have the power of the keyes, how many Bishops then shall we have? If every Parish or congregation be so free and independent, as they terme it, what unity can we expect?

Glad also was I to see Master *Balls* Book of the tryall of the grounds of separation, both which are newly come over, and I hope will work much good among us here?

And whereas I was sometimes misled by those of opinion that Bishops, and Presbyters, & all Ministers are of the same authority; when I came to consider the necessary propagation of the truth, and government of the Church by experimentall footsteps here I quickly saw my error; For besides, if the congregations be not united under one Diocesan in fit compasse, they are in a confusion, not withstanding all their classicall pretendments, how can the Gospel be propagated to the Indians without an apostolical Bishop? If any Church, or people, by the Kings leave send forth Ministers to teach and instruct the poore Indians in the Christian Religion, they must have at least Apostolicall power to ordain Ministers or Elders in every congregation among them; and when they have so done, they have power of Visitation where they plant — Nor can they without just cause be thrust out from government without great impiety; and where they have planted, that is their line or Diocese. Thus I came to see that of necessity a Dioccse and Bishop Diocesan, is very neere, if not altogether of Divine authority.

[165] I am also of opinion, that it were good for our Ministers to learn how to doe this work from some of our reverend Bishops in England, for I feare our Ministers know not how to goe about it — whether must not some Ministers learne

their language? It is a copious language, as I am informed, and they have as many words to express one thing as we have. And when they teach Indians to pray, will they not teach them by a forme? And how can Gods worship be maintained among ignorant persons without a forme? I am firm of opinion that the best of us have been much beholding to the word read, and formes of prayer.

FROM BOSTON IN N. E.
Julii 28, 1640.

Thomas Taylor bound to Thomas Miller[1] in 42*s.* to be payd to his wife Isabell Miller 24 Aug. 1640. & a letter to her. [8*d.*]

Richard Betscombe[2] of Hingham in New England late of Bridporte in the County of Dorset haberdasher in behalfe of Mary & Martha his Daughters makes a letter of Attorney to Andrew Robert & Christofer his brothers to receive two Legacyes of 50[li] a peece given by Philip Strong late of the devizes in the County of Wiltes gent Deceased to the said Mary & Martha of Philip Strong Brewer his Sonne & executor 6. 25. 1640. [1*s.*]

Mc Ricum Waldern[3] de Dorobern in Nova Anglia plantatore tener' &c Edv Payne Naute in 80[li] dat 24° Aug 1640 Condičoned to pay 40[li] or the value in merchantable commodities according to the rates of the Country upon the first day of January next at or in the now dwelling house of the said Richard. [1*s.*]

[1] Thomas Miller was one of the early settlers of Middletown, Conn. His wife, Isabell, died in 1666.

[2] Richard Betscombe was of Hingham 1635, freeman 1637. There is no mention found of the three brothers, who, I conclude, stayed on their side the ocean.

[3] Richard Waldern, of Dover, except for this and one other entry, is not mentioned before 1645. Tradition, however, says that he came in 1635, returned to England, and came again to New England. After 1645 he is constantly heard of in the *Colonial Records* in connection with affairs at Dover, for which he was many times deputy up to 1679. He then became a man of great prominence in the newly constituted New Hampshire, but was killed by Indians in 1789. Edward Payne was of Lynn in 1638, and the next year of Charlestown, but is found of Dover in 1643. He went to England in 1649.

Thomas Millard[1] of Cape An in New England ffisherman aged 40. sworne saith that before the ship Mary rose was blown up He was intreated by Mr John Olliver of Newberry to goe wth a shallop to the said ship & this deponent accordingly went in his shallop wth the said John Olliver to the same shipp & there demanded and was very earnest for a packe of goods to be delivered him but some of the shipes Company answered they would not deliver it because Mr Dannet was not aboard.

Knowe all men by these presents that Whereas John Jorden Citizen & grocer of London by his Letter of Attorney bearing date 21 Maii 16 Car^o^ hath given full power and Authority unto us Willm Waldern[2] and Richard Waldern of Pascattaway in New England or either of us to agree compound and receive all such debts and summes of money as Samuel Cole[3] of Boston in New England standeth ingaged for himselfe unto the said John Jorden and for & upon one bond of the prinall Summe of 200^li^ bearing date the 13th day of June in the 4th yeare of the raigne of said our Soveraigne Lord King Charles wth and for the debt of John Tongue late of Boston in the County of Lincolne deceased made unto the said John Jorden as in and by the said Letter of Attorney more at large it doth and may appeare Now Knowe yee that we the said William Waldern & Richard Waldern have by vertue of our said

[1] Thomas Millard, of Gloucester, was after this selectman. He moved a year or two afterwards to Newbury, and died in Boston in 1659. John Oliver, of Newbury, is called "younger brother, or perhaps nephew, of elder Thomas Oliver." At any rate he came over from England with him in 1632 and lived in Boston until 1638, when, having been disarmed in 1637, and rejected as a representative by the House for being a supporter of Wheelwright, he moved to Newbury, where he died in 1642.

In regard to this pack of goods so earnestly demanded, see p. 167, *post*, where is a deposition of Edward Bendall and further notice of Mr. Dannet, of whom we can hope to learn little beyond the fact that he was a "prophane scoffer."

[2] William Waldern was the elder brother of Richard, in all probability, and had very much the same position and influence at Dover. He was drowned in 1646, being only about forty-five years of age.

[3] Samuel Cole was an early Bostonian (1630), and opened in 1633 the first house of entertainment, though not probably on the same spot where his house was later,— out in the Mill Field, by Gallup's Point.

Authority and in full discharge of the premises received of and from the said Samuel Cole to the use of the abovesaid John Jorden three Cowes and one Cowe calfe and one bond of 40 pounds bearing date the 24th day of this instant moneth of August conditioned for the payment of 20 pounds unto the said John Jorden his executors administrators or assignes upon the [*blank*] day of August wch shall be in yeare of our Lord 1643 wth this agreement that if ten pounds be payd to the said John Jorden wch the said Samuel Cole directed to be payd by Nicholas Trerise[1] or some passenger that went in his shippe that the same shall be accounted as in parte of discharge of the said forty pounds We therefore the said William Waldern and Richard Walderne doe hereby for and in the name of the said John Jorden [166] remise release and forever quittclayme unto the said Samuel Cole his heires &c. all and all manner of actions suits debts bonds bills reckonings accounts & demands whatsoever that the said John Jorden his executors or adm^rs^ hath or may have against the said Samuel Cole his heires executors or administrators for or by reason of any matter or cause whatsoever from the beginning of the world unto this present day In Witnesse &c. 18. Aug: 1640. [2*s.*]

Me Samuele Cole de Boston in Nova Anglia plantator tener' &c Johi Jorden Civi et grocer London in 40^l^ dat 24 Aug. 1640. Condičoned for the pay^mt^ of 20^l^ 24 Aug: 1643. at Wm Hudsons house in Boston. [1*s.*]

Me Samuelem Cole de Boston in Nova Anglia plantator tener' &c Johi Jorden in 60^l^ dat 24 Aug 1640. Condičoned for the quiet enjoy^mt^ of 3 Cowes and one cowe calfe. [1*s.*]

Isaacke Sterne[2] of Waterton in New England planter sometimes of Stoke Nayland in the County of Suffolke tayler

[1] Nicholas Trerise, it may be remembered, was master of the "Planter" (see *ante*, p. 137). But what the voyage referred to was, is hardly matter for conjecture even.

[2] Isaac Stearns came, according to Savage, from Neyland, in Sussex. He was in the fleet with Sir Richard Saltonstall in 1630.

and Mary his wife daughter of John Barker late of Stoke Nayland aforesaid clothier deceased makes a letter of Attorney to Thomas Gilson of Sudbury in the said County of Suffolk baker to receive & recover of & from [*blank*] Munnings of Gaynes Colne in the County of Essex yeoman the summe of five pounds of lawfull money of England due unto her by some bond covenant or agreement made by the said [*blank*] Munnings before or upon his marriage wth Margaret Barker mother of the said Mary.

I Thomas Dudley Esqr Governor of the Jurisdiĉon of the Mattachusetts Bay in New England doe hereby Certify all manner of persons whome it may concerne that these presents are the act & deed of the abovesayd Isacke & Mary In testimony whereof I have at their request caused the Common seale of our Colony to be hereunto affixed the day & yeare abovesaid. [1*s.* 6*d.*]

The Susann and Ellen of London 240 *tunnes* ROBERT CLAY *Master* 30 *maye.*

[1] Omnibus Christi fidelibus ad quos praesentes Letteres testimoniales praevenient praecipueque quibuscumque Gubernatoribus et magistratibus Authoritatem vel jurisdiĉonem quamcumque habentibus Thomas Dudley Armiger Gubernator de Mattachusetts in Nova Anglia infra Jurisdiĉonem Regis Anglia salutem &c Scitis quod bona navis vocata Susanna et Ellen de London oneris 240 dolior vel circiter nunc in portu nostro de Boston existens et inde solute parata Eius Naucterus

[1] "Thomas Dudley, Esquire, Governor of Massachusetts in New England under the jurisdiction of the King of England, to all the faithful of Christ, and especially to any governors and magistrates and any persons whatsoever holding any authority to whom these presents may come, greeting: Know ye that the good ship called 'Susan and Ellen' of London, of 240 tons burden or thereabouts, being now in our port of Boston and preparing to sail thence, the sailor or master, Robert Clay, and the other men of the same ship, to the number of thirty, and the inhabitants of the said Boston and also of those regions lying round about it, are in good health, with no pest or infection, being free from any ill, weakness, or disease. In testimony whereof I have fixed to these presents the public seal of this Colony, on the twenty-sixth day of August in the year of our Lord one thousand six hundred and forty."

sive magister Robertus Clay et alii eiusdem navis Homines ad numera trigenta et inhabitantes de Boston praedicta et eos[1] loci circum jacentes sunt in [167] bona salubritate absque ulla peste vel pestilentia et ab omnia alio morbo vel pestifero vel mortali immunes In cuius rei testimonium Sigillum publicum huius Coloniae praesentibus apponi feri vicesimo sext die Attensis Augusti Anno Dñi millesimo sexcentesimo et quadragesimo. [1*s.* 6*d.*]

Daniel Paul[2] of Boston in N E late of Ipswich in the County of Suff marriner makes a letter of Attorney to John Cole of Ipswich Shippwright to sell all his Lands tenements goods & chattells & the money to deliver to Elizabeth his wife. [2*s.* 6*d.*]

John Bent[3] of Sudbury in New England late of Wayhill in the County of Southampton husbandman makes a letter of Attorney unto his brother in law Willm Baker of New Sarum in the County of Wiltes Plummer to receive & recover of and from Willm Cole of Wayhill aforesaid husbandman the summe of twenty pounds of lawfull money of England wch he owes him by bond now in the hands of my sayd Attorney. [1*s.* 6*d.*]

Nos Ric^{um} Parker in et Nic^{um} Parker g de B in N. ten &c Hen^{r} Symonds[4] merch^{t} in 160^{li} dat' 27 Aug: 1640. Condičoned to pay 87.10 & after 10 in C at 6 moneths & 3 dayes 91^{li} 17^{s} 6^{d} at [1*s.* r in corn:]

[1] This word I take to be *eos*, or *eis*, intended by Lechford to agree with *loci*. There are many corrections in the Latin of this entry, but in this case the correction is far more ungrammatical than was the first draft.

[2] Daniel Paul is heard in of 1643 at New Haven, and later at Kittery.

[3] John Bent had just come over to New England to stay permanently. He had come in 1638 with a wife and five children (all under twelve years of age), but returned to England to bring more.

[4] Henry Symonds had a house and lot just south of Mr. Bellingham's marsh (wherein were the sawpits let to Thomas Joy). He also was of the Company to whom was granted the marsh towards Charlestown to improve (*Boston Town Records*, i. 74). This was in 1643, however. At the time of the above agreement, and later, he was of Lynn. (See p. 302, *post*).

Nos Nic^{um} Parker & Ric^{um} Parker &c ten Hen^{r} Symonds merch^{t} in 230^{l} dat' ut supra Condičoned to pay 115^{l} & after 10^{l} in C. at 6 moneths. [1*s.*]

A letter of Attorney for Anne Coleman & Samuel Hosier for the 5^{l} afore Aug 8. 1639. at 27 Aug 1640. [1*s.*]

William Talmage of Boston in N E. Carpenter Thomas Talmage Robert Talmage[1] and Richard Walker husband of Jane Talmage deceased sonnes and daughter of Thomas Talmage brother of John Talmage of Newton Stacey in the County of South^{ton} husbandman deceased make a Le^{r} of Attorney to Richard Canying and William Dowlyng Overseers of the will of the said John Talmage deceased to receive of the Executors & adm^{rs} of the Last will & testament of Symon Talmage our brother and of John Talmage aforesaid the summes of money due unto us by the will of the said John Talmage. & a Certificat under the pub: seale. [3*s.*]

A Bill of Lading for Mr John Johnson. [6*s.* 6*d.*]

Willm Longley[2] of Lynne in New England sonne & heire of John Longley late of Frisby in the County of Lincolne Clerke deceased makes a letter of Attorney to Tho: Meeke of Waynflete St Mary in the County of Lincolne aforesaid gent to sell all lands & tenements descended to him from his said father in Frisby aforesaid and Steeping or els where in the said County in the meane while to receive the rent & to receive all goods & legacys & childs parte due unto him. [3*s.*]

[1] William, Thomas, and Robert Talmage are all mentioned in Savage, who does not say that they were brothers, though he suspects the relationship of Thomas and William. William was of Boston 1630, Thomas of Boston 1634, but now of Lynn, and Robert was later of New Haven. Of their brother-in-law, Walker, I find nothing very satisfactory. There is another reference to these four, p. 175, *post*. William Talmage, the only one of the three brothers who lived in Boston, had a house on Boylston Street, the north side, near Washington Street.

[2] William Longley, of Lynn, has been a puzzling man to the antiquarians, and this entry does not help in clearing matters. He is called son of Richard by Savage, who feels rather confused about him. It may be that there were two men of the same name. William Langley, of Lynn, adds to the confusion.

Edward Bendall of Boston in New England aged about [*blank*] yeares sworne saith upon his oath that upon the very day the Ship Mary Rose was blowne up in Charles river[1] this deponent in the behalfe of Mr John Olliver of Newberry in New England was going aboard the said shipp in the morning before the same was blowne up [168] to demand & take order to fetch away a certaine packe of goods sent in the said ship to the said John Olliver and by the way this deponent met wth Mr Dannet one of the merchants of the said shippe coming ashore and told him this deponents errand whereupon Mr Dannet sayd that if he had knowne this deponent was to have received it he should have had it before that tyme and therefore at that time bad this deponent trouble himselfe no further about it the said Mr Dannet promising that he would at high water or the next tyde send the said packe ashore to this deponent in the long boate of the said ship. [1*s.*]

Robert Gamlyn[2] of Roxbury in New England planter and Elizabeth his wife gardians & tutors of John Mayo an infant of the age of eleven yeares or thereabout Sonne & heire of Thomas Mayo late husband of the said Elizabeth and sonne of John Mayo late of Towne Marroling in the County of Kent hosier and Rebecca his wife and Mary Mayo of Dorchester in New England aforesaid spinster daughter of the said John

[1] The following may interest the reader who does not care to consult Winthrop (vol. ii. pp. 11, 72) and Johnson (vol. iii. p. ix, B): "Within two hours after this (being about dinner-time) the powder took fire (no man knows how), and blew all up; viz., the captain and nine or ten of his men, and some four or five strangers. There was a special providence that there were no more; for many principal men were going aboard at that time, and some were in a boat near the ship, and others were diverted by a sudden shower of rain, and others by other occasions. There was one man saved, being carried up in the scuttle, and so let fall in the same into the water" (*Winth.*, ii. 11).

[2] Robert Gamlyn, of Roxbury, may be found in Savage. There were two of the name, who came with Elder Thomas Weld in 1632. The elder one lived at Concord the greater part of his life, but the other, called "junior" (by which it may be supposed he was son of the former), remained at Roxbury. He had brought his wife Mary and her son, here mentioned, from England with him. John Mayo is noted in Savage as having been brought as a young child by his stepfather to New England. To Mary Mayo, the aunt of John here mentioned, I find no reference.

Mayo & Rebecca make a letter of attorney unto their beloved friend & Brother in Law Steven England of Sandwich in the County of Kent tayler & Francis his wife our Sister our true & lawfull Attorneys to receive their parte of the rent of a certaine mesuage or tenement & orchard situate in towne Marroling aforesaid now or late in the tenure or occupation of Thomas Martyn. & to sell the same &c. [2*s.*]

The good ship called the Charles [1] of Bristoll burden 300 tunnes master Will[m] Elliott and 44 men. [1*s.* 6*d.*]

John Prior [2] of Scituate in New England and Daniell Prior of the same Sonnes of Thomas Prior late of Watford in the County of Hertford Malster deceased make a Letter of Attorney unto Ralfe King of Watford aforesaid wollendraper and Launcellott Welles of the same wheeler to sell One messuage or tenement and orchard wth the Appurtenances in Watford aforesaid now or late in the occupation of Roger Brewer & all their interest therein 28. 6. 1640. [2*s.* 6*d.*]

Abraham Harding [3] of Boston in New England sonne of John Harding late of Boram in the County of Essex husband-

[1] I cannot say with what purpose Lechford inserts this mention of the good ship "Charles," of Bristol. There is mention of the vessel in Winthrop (vol. ii. pp. 22, 44), who says that although the master was a plain, quiet man, the crew were very wicked. Indeed it is on account of this wicked crew that the "Charles" finds its way into history. For these forty-four men were such contemners of the Lord's Day that various judgments befell them, which may be observed by the curious reader in the Journal as above indicated. Winthrop in one place says the ship was of four hundred tons burden, and that it came from Dartmouth. I hesitate to assert that this vessel was the same which came in the fleet with the "Arbella," and was set on by Dunkirkers on its return.

[2] Savage says that John and Daniel Prior came from London in the "Hopewell" at the respective ages of fifteen and thirteen. This was late in 1635. They were both of Scituate, and later moved to Duxbury.

[3] Abraham Harding, Savage calls an early settler at Dedham, and says "perhaps lived first at Braintree." Braintree was at this time part of Boston; but it is probable that if Harding lived at Dedham at all, it was before the date of this entry in the *Note-book*, for the early settlers of Dedham had begun their town and dug their canal from the Charles to the Neponset before this time. He may have moved to Dedham afterwards. "Boram in the county of Essex" may be found by looking for Boreham.

man deceased makes a letter of Attorney to Gyles Barro Cittizen & Wollendraper of London dwelling at the signe of the Plough in Watling streete to receive & recover of & from Agnes Greene of Tarling in the County of Essex widdow executrix of the last will & testament of the said John Harding sometimes her husband the summe of 77l of lawfull money of England the remainder of 80l legacy given him by his said ffathers will 28. 6. 1640. [2*s.* 6*d.* a letter 6*d.*]

[1] Knowe all men by these presents that I Anne Floyd wife of John Floyd Citizen and haberdasher of London for and on the behalfe of my sayd Husband and by his authority doe hereby make ordaine and in my place and stead and in the place & stead of my sayd husband put my wellbeloved and Christian ffriends Will[m] Colbron [2] one of the deacons of the Church of Boston in N E and John Button of the same Church our true and lawfull attorneys and deputyes ioyntly or severally for us & in our names or the name of either of us to take the Care & tuition of Thomas Floyd [3] our Sonne now

[1] This entry may throw light on a very unimportant point which I find unsettled in Savage,—as to one of the name of Floyd who was in 1650 treasurer of the Society for Propagating the Gospel. Deane says that John Floyd of Scituate and Boston was the man, and Hutchinson supposes Richard Floyd to be the treasurer of that corporation. Savage himself says that "on turning to Scobell's Acts of that Parliament, we find the family name of the member of that corporation was Lloyd, and not Floyd;" and adds, "we may be sure the treasurer must have been a London merchant." It may be that the herementioned John Floyd, citizen and haberdasher of London was the person in question, and that his name was Floyd, Savage and Scobell to the contrary notwithstanding.

[2] William Colbron and John Button were members of the Boston church, as here stated, and, like most of their brothers in that church, had decided leanings towards the heretical doctrines of Mrs. Hutchinson. John Button was disarmed; but being held in some honor by his townsmen, was in the course of a year or two elected constable. He was a miller by trade, and had been even while in Old England, where he was born in 1594. He set up his mill on Copps' Hill, which, it may be, was called Mill Field after it. He lived near by, and was always a member of the committees appointed to oversee the fences or highways in the Mill Field. He gave up the mill to John Mylam, as I think, in 1643. (See *Boston Town Records*, p. 76, and *Suff. Deeds*, li. f. 307.) He continued to live in the Mill Field, however, and was at times surveyor of highways. He died in 1681.

[3] It is hard to think that all this care and tuition should not have educated

remayning wth Arthur [169] Howland of Duxbury in New England Planter and to send for and take our said sonne into their or one of their Custody & twenty foure pounds & eight pence to aske demand recover & receive of the said Arthur Howland[1] wch he hath in his hands for the maintenance of our sayd sonne while he remained wth him the said Arthur Howland according to the notes and bills and schedule hereunto annexed And our sayd sonne wth the said moneys to maintaine educate and bring up according as I or my sayd husband shall from time to time by our letters direct and in the meanewhile according to their owne discretion And so to keepe our sayd sonne and stocke aforesaid till I or my said husband otherwise dispose I or my sayd husband paying for our sayd sonnes schooling & cloathing besydes And further for me and my said husband & in our names or the name of one of us and to the use of my said husband to aske demand recover and receive of & from the severall persons hereafter named in the said schedule the severall debts goods & chattells or their value in money thereinafter expressed to witt in the said schedule (that is to say of and from Samuel Grymes[2] of Boston afores^d^ pewterer six pounds of & from [*blank*] Hurst of Cambridge tayler thirty eight shillings & ten pence of and from M^r^ [*blank*] Freeman of Sandwich seven shillings of & from [*blank*] Hawkins of Rode Island three pounds of & from Phillip Tayler of Accamacke in Virginia fourteene pounds & ten shillings And I leave in the hands of my said attorney John Button thirteene pounds & ten shillings wch he

Thomas Floyd to be such a man as might have claimed a place in Savage's *Dictionary*. I find no such name as Thomas, however, at Floyd, or Loyd either.

[1] No other mention of Arthur Howland is found earlier than 1643, and scant notice enough after that date. In 1669 it is known that he was aged and poor; but how aged or how poor I find stated nowhere.

[2] Not much can be said of Samuel Grymes, or Graemes, as it is sometimes spelled. He may have been the old man who was dead, according to a popular song, and who was in the habit while in life of wearing a long gray coat, which he buttoned down before, instead of buttoning it up, as is customary. As for Hurst, I find a Goodman Hurst, who, like the man in question here, seems, says Savage, not to have enjoyed a Christian name. William Hawkins, of Providence, freeman 1655, may have been the "Rode Island" man spoken of.

oweth me One sow & piggs 3^{l} and one fflocke bedd & bolster and a paire of Curtaines & valens of the value of fifty shillings one wigge of the value of twenty foure shillings and a payre of andirons tongues fyre shovel & forke topped wth brasse of the value of tenne shillings one brasse pott and hookes and hangers of the value of fifteen shillings and one preserving pan of brasse tinned of the value of nyne shillings one frize Coate for a woman of the value of thirty shillings and one head peece of the value of two shillings) and for us and in our names or one of our names to sue arrest attach impleade prosecute & recover And upon receipts in that behalfe sufficient & legall acquittances & releases to make seale & deliver And one Attorney or more under them for execution of the premises to substitute and revoke. And all other matters & things acts & deeds requisite in and about the premises to doe execute & performe for me & my sayd husband in our or one of our names as fully effectually & powerfully as I or my said husband might or could doe if we were present Ratifying allowing & confirming all and whatsoever our sayd Attorneys or either of them shall lawfully doe in the premises. In witnesse &c 28. 6. 1640. [Draught 1*s.* 8*d.* The two Coppies 3*s.* 0*d.* The schedule 1*s.* 8*d.* The bills of lading 1*s.* 0*d.*—7*s.* 4*d.*]

In the hands of Arthur Howland

In goods delivered by him to Christofer Wadsworth[1]	7^{l}	5*s.*	
In goods that were received of me . . .	16	1	
In other goods	0	10	6*d*
A paire of shooes	0	2	8
Received of goodman Wasborne for me . .		14	0

[he received of John Willis[2] for me 7^{l} 8^{s}—26+8. whereof 40^{s} put to Christofer Wadsworth]

[1] Christopher Wadsworth was one of the earliest settlers at Duxbury, and one of the most respectable and honorable of its inhabitants. He served the town as constable, and later as selectman and deputy to the General Court.

[2] John Willis was at this time of Duxbury, but afterwards was one of those who settled Bridgewater. He was often representative from the latter town.

[170] Thomas Odingselle[1] charges a bill of 40ᵗ upon John Odingselle Esqʳ of Epperston in the County of Nottingham to be payd to Mʳ Maurice Gittins Cittizen & Wollendraper of London at the signe of the bell in Watling streate. upon 20 dayes sight for so much received of Willᵐ Pester of Salem in New England mercer. [1*s.*]

SALEM IN N. E. 28° August 1640.

So may it please you upon 20 dayes after sight of this my first bill of exchange my second & third not being payd to pay unto Mʳ Maurice Gittins Cittizen & Wollendraper of London dwelling at the signe of the Bell in Watling streete or his assignes the summe of forty pounds starling wᶜʰ is for so much heere received of Captaine Edward Gibones of Boston aforesayd I beseech you make good payment & place it to account as by advise.

Yoʳ obedient Sonne

THOMAS ODINGSELLE.

To the worᵗᵉ my deare & loving father JOHN ODINGSELLE of Epperston in the County of Nottingham Esqʳ or to my loving Brother Mʳ JOHN ODINGSELLE at Mʳ Mansfields at the seven starres on Ludgate hill.

Nos Thomam Odingselle de Salem in Nova Anglia gen et Willᵐ Pester de eadem mercer tener' &c Capitando Edvō Gibones bound to him to pay all dammages if the bills be not satisfied. [6*d.*]

SALEM IN NEW ENGLAND.

So may it please you upon 20 dayes after sight of this my first ex to pay unto Mʳ Maurice &c forty pounds starling &c rec of the same &c.

Yoʳ Dutiful nephew

WILLᴹ PESTER.

To the worᵗᵉ my deare uncle WILLᴹ PESTER Esqʳ at Barnards Castle my Lord Chamberlaynes house in Thames streete London. [1*s.*]

[1] We may hope that John Odingselle was to be found more easily by the bearers of these bills of exchange than his son has been by the present writer. No such name is to be found in Savage.

James Forrett[1] of Long Island in New England Esqr makes a deed of gift unto Thomas Robinson and Matthew Southerland of one Boate or smale shallop of burden foure tunnes or thereabouts wth maine sayle anchor Cable all new and a Compass wth oares and the appurtenances in payment of twelve parts of a greater debt owing by him unto them. 29. 6. 1640. [2*s.*]

Ralfe Sprague[2] of Charlestowne in New England & Joane his wife make their letter of attorney unto John Holland of Tinckleton in the County of Dorset ffuller to receive of John Cox of Bowlington and Elizabeth his wife Executors of Richard Warren deceased 7*l* wch was given by his will to the said Joane and her children John Jonathan Richard Samuel Mary and Phineas or any other summe due unto them &c. [1*s.*]

[171] Know all men by these presents that I Joseph Cooke[3] of Cambridge in New England gent Second Sonne of Thomas Cooke late of great Yealdham in the County of Essex gent deceased doe hereby remise release and absolutely for me & my heires quitt Clayme unto my Brother Thomas Cooke of Wormingford in the said County of Essex gent All the right title and Clayme that I had have or any wayes hereafter may have of and in One Customary Tenement in Brysett magna called Brysett Kell in the County of Suffolk wth all the Customary and Lease Lands thereunto belonging In witnesse whereof I have hereunto sett my hand and seale the last day of August in the Sixteenth yeare of the raigne of our

[1] James Forret of Long Island was the agent of the Earl of Stirling for his patent of Long Island. He was in Boston about this time the next year, but probably only temporarily. (See *ante*, p. **56**).

[2] Ralfe Sprague came to New England in 1629 (according to Savage, whom I see no reason to doubt, though there is in this case some question). He brought with him his wife and his sons John and Richard. He was of that part of the Boston church which were dismissed to form the church at Charlestown. His children Mary, Phineas, and Jonathan were born in New England. Samuel was married in 1655, but I cannot say where he was born. Joan Sprague was, it may be remembered, the daughter of Richard Warren, here mentioned.

[3] Of Joseph Cooke the reader may remember something at p. **135**, *ante*.

Soveraigne Lord Charles by the grace of God of England Scotland France and Ireland King Defender of the Faith &c. Annoq^{r} Dñi. 1640. [2*s.* 0*d.*]

His Letter of Attorney to his said Brother for the ffreehold lands as afore. Dat' ult 6. 1640. [3*s.* 0*d.*]

Willm Rix[1] of Boston in New England Planter one of the sonnes of Robert Rix of Kenninghall in the County of Norfolke grocer deceased gives and grants unto his Sister Elizabeth Waters of Kenninghall aforesaid widdow All his lands tenements goods & Chattels in Wortham in the County of Suffolke or els where due unto him by his said ffathers will Mr John Davy Clarke of Kenninghall afores^{d} Henry Rix of Pagrave in Suffolke Attorneys to give Livery. [31—6. 1640.] [5*s.* 0*d.*]

[2]Michael Williamson of Rode Island in New England locksmith and Anne his wife otherwise called Anne Panckhurst releases the Elizabeth Geere &c. And Mr Stapley aforesaid and a letter &c. 1 Sept. 1640. [3*s.* 6*d.*]

John Davys[3] joyner is to build Willm Rix one framed house 16 foot long & 14 foote wyde wth a chamber floare finisht summer & ioysts a celler floare wth ioysts finisht the roofe & walles Clapboarded on the outsyde the Chimney framed without dawbing to be done wth hewen timber. Willm Rix is for

[1] William Rix, of Boston, was a weaver. He was not in any way prominent, however, for I find no mention of him in the *Town Records* nor in the *Colonial Records*. His name is not in the *Book of Possessions* in any connection.

[2] This matter is in regard to the will of Dennis Geer, husband of the herementioned Elizabeth, of which more may be seen (*ante*, p. 129). This mention of Williamson adds little to what is already known of him.

[3] There is some confusion about John Davys in my mind (see p. 158, *ante*), there being several of that name who followed the trade of a carpenter. The "plott of ground" I suppose to be somewhere in the neighborhood of the corner of Washington and Merrimac streets, just south of Haymarket Square, which then would have bordered on the Mill Cove opposite Charlestown. It was here that John Davies and James Johnson had lots, and I suppose that the lot here mentioned was incorporated in one of them, and so entered in the *Book of Possessions*.

this to pay to John Davis 21[l] vz 4[l] in hand 7[l] when it is finisht and the rest first of May 1641. wth one plott of ground lying betweene John Davis & James Johnson. ult 6. 1640. [1*s.* 8*d.*]

A writing for M[r] Sanley.[1] [8*d.*]

To the right wor[ll] the Governor and Assistants this present Court assembled 1 *Sept.* 1640.

The humble petition[2] *of* TIMOTHY HAWKINS *Carpenter*

Sheweth that he hath built an house for the Country at Castle Island w[ch] he thought he had done in all things according to his Covenant except some smale foult in the postes yet now the same being viewed by workmen it appeareth that there is some other default therein on yo[r] petičoner parte for w[ch] he much grieved being no ways able now to mend the same yet as it is now done the charge thereof comes to 130[l] besides yo[r] petičoners owne Labor and his boys w[ch] comes to 20[l] more at the least yo[r] petičoner hath received but 83[l] 11[s] in parte So that 66[l] 9[s] more will scarce make yo[r] petičoner a saver for the worke yet by covenant he confesseth there is due but 37[l] 9[s] to him: [172] And wheras yo[r] petičoner standeth yet indebted to divers for the same worke the summe of 45[l] w[ch] he is no way able to pay except he should sell his house & planting ground w[ch] if he should doe he seeth no way for the

[1] There is no such name as Sanley to be found in Savage. I fear conjecture as to another spelling would be useless.

[2] I think that it must be as an answer to this petition that the General Court, 2 June, 1641, voted that "it is conceived that Tymo: Hawkins hath nothing due to him in justice, so nothing is to be allowed him; but if he will put in security to pay 45[l], hee is granted the house to take away, & dispose of it, provided he give his answer within a month."

The fortifications at Castle Island were at this time in the hands of private undertakers, who were aided by subsidies from the General Court. It was not kept up to the satisfaction of the Court, however, and the island and the house thereon were given to Captain Gibbons until such time as the public good might need them back again. The public good needed them in 1643, when the arrival of La Tour with a large ship showed the inhabitants of the town how much harm might be done by the arrival of an enemy. The island was then re-fortified, great exertions being made by the towns around the harbor, as may be seen in the *Boston Town Records*.

present for the Comfortable maintainance of himself & his family. Yo^{r} peticoner humbly prayeth the Court in regard of the premises that the whole matter may be referred to the Arbitrement of this Court & indifferent workmen to sett downe & determine what moneys more yor peticoner ought in equity to have for his said worke & that it may speedily be payd in respect of this peticoners necessity And he shall as his duty byndeth him allways pray for you &c. [1*s.* 6*d.*]

1. 7. 1640. Henry Smith[1] plt Timothy Hawkins defend^{t} for timber boards & carriage 29^{l} 15^{s} 6^{d} wch should have bin payd all but 6—7—6^{d} 1 Martii and the said 6—7—6^{d} upon 15 of May he hath received but 50^{s} in corne so that there remaines 27—5—6^{d} & damm. Edward Gillman by himself for 5^{l} 10^{s} for planke & carriage to be payd 1 Martii. [1*s.*]

Thomas Tayler[2] of Waterton in New England planter bound to Willm Goose mariner in 4^{l} to be payd within 6 weekes after the arivall of the good ship the Sparrow in the port of London. bound in 6^{l} 1. 7^{br} 1640. [6*d.*]

BOSTON IN NEW ENGLAND the 1st of September 1640.

Sr I pray you upon 20 dayes after sight of this my first bill of exchange my second & third not being payd to be

[1] From the mention here of Henry Smith and Edward Gillman together, I should like to believe them to be the men bearing those names who came over together in 1638 and settled at Hingham. It is true that the fact that two men crossed the ocean in the same ship does not necessarily imply that they are always to be mentioned together, and also that it is a little unlikely that Timothy Hawkins should have bought lumber of a couple of Hingham men for Castle Island, which lies much nearer Dorchester Neck than anywhere else. If this Henry Smith was the Hingham man, he was representative in the General Court the next year.

[2] Of Thomas Taylor, of Watertown, little is known. He had a child born a year or two after this, whom he named Seabred. As for the "Sparrow," the name, met with once or twice in the indorsement of some of Governor Winthrop's letters, "Resp. per the Sparrow, J. Bradshaw," is indorsed on a letter dated March 15, 1639; and the same occurs on letters dated May 15, 1640, and March 26, 1640. In 1622 Mr. Thomas Weston sent "3 small ships for his perticuler plantation, the greatest whereof being 100 tune." Of these the "Sparrow" was one, not the largest. But I cannot say that the ship here mentioned was the one which conveyed the unlucky emigrants sent by Thomas Weston.

pleased to pay unto Mr Thomas Thoroughgood of Grimston in the County of Norfolke Clerke or his assignes the summe of 33^l^ 6^s^ 8 starling wch is for so much heere by me received of Bozoun Allen[1] of Hingham in New England mercer I pray make good payment & place to account as by advise.

Yo^r^ loving Sonne in Law,

THO: GRUBB.

To my loving father-in-Law JEFFRY SALTER of Kings Lynne in the County of Norfolke Tanner.

[1*s.*]

A Release by Thomas Grubb[2] & Anne his wife of Boston in N E planter unto him. [1*s.* 6*d.*]

Bozoun Allen of Hingham in N E mercer bound to Tho: Grubbe in 15^l^ to be payd upon intelligence that the said bills be satisfyed. [6*d.*]

A Certificate[3] that Ephraim Wheeler of Concord in the Mattachusetts Bay in New England being a young man of twenty one yeares of age or therabout dwelleth at Concord aforesaid. [1*s.*]

[1] Bozoum Allen was of Hingham. He came over in 1638,—in the same ship, by the way, with Henry Smith and Edward Gillman. He was representative from Hingham in 1641 and various other years. His name is remembered by the reader of Winthrop as being that of one of the principals in that very curious contest in regard to religious, civil, and military liberty which was waged in the General Court in regard to the Hingham train-band in the year 1645.

[2] Thomas Grubb, leather-dresser, of Boston, was constable of the town in 1646. His house was on the west side of what is now Washington Street, somewhat south of the Old South Church. His name occurs frequently enough in the *Town Record* as surveying highways, inspecting fences, and levying rates. As might have been expected, he was neither high enough in station nor low enough to make an appearance in the Records of the Colony, where few besides magistrates and criminals are to be found.

[3] It is pleasant to find this statement confirmed in Savage. Wheeler removed to Fairfield with some other Concord men in 1644, and died there in very good circumstances in 1670. Savage, following Farmer, says that he had a son Isaac, born 1638. This may or may not be true.

Benjamin and Nathaniell Bosworth[1] charge bills upon Joseph Bosworth of Coventry in the County of Wa^rk^ shoomaker for tenne pounds to be payd to Thomas Lund of London leatherdresser or his assignes upon 20 dayes sight. [1*s.*]

A bond to paye it accordingly by Willm Buckland carpenter & Thomas Turner of Hingham. [1*s.*]

A writing for Counter security All dated 1 Sept. 1640. [6*d.*]

Willm Hollway of Cohannet complaineth against John Treworthy[2] gent Agent or factor for his Grandfather Mr Shapley of Dartmouth owner and Richard Day master of the ship called the Desire of Totneys for that whereas Simon Edwards of Cullampton in the County of Devon shipt in the said ship in good order and well conditioned the value of two hoggsheads of pease three hoggsheads of malt & one hoggshead of girts oatmeale wth certaine cheeses and certaine other goods of the value of eight pounds 12 7^d^ to be landed at Boston in New England in like good condiĉon for the use of the said Willm Hollway. The said Willm Hollway now complaineth that the goods were brought to Pascataway & there landed & that one of the said hogsheads of pease was broken up & two bushells or thereabout wanting thereof and that one [173] hoggshead of girts was broken up and thereto put a bagge of

[1] Savage is confused between two Benjamins and two Nathaniels. I suppose the two here mentioned to have been brothers, and each of them to have had a son named after himself. The first generation lived in Hingham, and the second lived in Hull.

[2] John Treworthy will be remembered by the reader as having been mentioned before in the *Note-book*. Mr. Shapley, of Dartmouth, was perhaps the father of Alexander Shapley, who was in New England at about this time as agent for Ferdinando Gorges. Catherine, the daughter of Alexander Shapley, married James Treworthy, of Kittery, who is thought to have been the brother of John. As has been already said, there are doubts as to the existence of John Treworthy, but it seems from this as though they were ill-founded. Mr. Shapley was the grandfather of the *wife* of James Treworthy, and the grand-uncle-in-law of John, though not here so called. As for the ship "Desire" of Totnes, it can hardly be the ship of that name which was built at Marblehead in 1636 and made several successful voyages to England and back again.

pease to the value of two bushells or therabouts and round about the bag Indian huskes & strawe wch pease being put into the said hoggshead of pease made up the same full but there being only two or three cheeses in the said hoggshead of girts the girts remayning were but two bushells or therabouts so that there is wanting of the girts about 5 bushells to the value of 50^{s}. And the said Wm Hollway is charged wth twenty eight shillings for carryage of the said goods from Pascattaway to Boston wch he ought not to pay And lastly the said Willm Hollway complaineth that there are lost of the said goods of the value of 8^{li} 12. 7. divers of them to the value of six pounds twelve shillings or therabouts All the said wrongs & injuries done by the default of the said John Treworthy and his said Grandfather and Richard Day. To the Plts dammage 9^{li} 18^{s} whereupon he brings his suit And whereas this Comp^{lt} letters and bills of lading are kept from him by the said defen^{dts} so that the plaintiffe cannot presently make such proofe of all the premises as is requisite He humbly prayeth that upon consideration of that proofe wch he can make the money demanded by the defend^{ts} for freight and other charges may be deteyned in the hands of p^{ltiffe} upon security till he can make his cause fully appeare by proofe from England. And the Plt submitts himselfe to the order of the Cort. [1*s.* 6*d.*]

John King[1] and Mary his wife heretofore servants to the wor^{ll} John Humfrey Esqr make their account as followeth.

They say that being bound to serve foure yeares only it was agreed that they should be freed when they came to New England for two dayes worke a weeke by the said John King only for seven yeares wch comes to at the rate of twelve pence a day meat & drinke 36–8^{s}.

And whereas the said servants did serve one yeare and a quarter of the said foure yeares the same being valued according to the said rate of 6^{s} a weeke for the said John King and

[1] This was a year before Humfrey left the country. John King is a difficult man to identify, being merely noted in Savage as having a daughter Mary, born 1639, and one or two other children.

three shillings a weeke for his said wife comes to 29^{l} 5^{s}. And wheras the said John King since his departure hath served the said John Humfrey twelve weekes wch comes at the said rate of 6^{s} a weeke to 3^{l} 12^{s} in all 32^{l} 17^{s} wch being deducted out of the said 36^{l} 8^{s} There remaynes due to the said John Humfrey 3^{l} 11^{s}.

JOHN KING MARY KING. BOSTON 2 Sept. 1640.

[1*s.* 6*d.*]

Thomas Robinson [1] of Scituate complaines against Alice Tompson widdowe for that wheras she standeth indebted unto the said pltiffe in the summe of one hundred three score and ten pounds to be payd upon certaine dayes agreed on and for the payment of parte should have signed certaine bills of exchange to be payd in England she hath refused to signe the said billes & is now going for England therefore the Plaintiffe humbly craveth that the said defend^{t} may put in better security for the discharge of the said debt according to the agreement aforesaid.

[1*s.*] THOMAS ROBINSON.

Mr Tyng for 2 Charter partyes. [5*s.*]

Mr Robert Saltonstall a declaration and breviat.

[174] [2] In the matter betweene Andrew Coleman & William Swift it is ordered by the Court that whereas heretofore

[1] Thomas Robinson, of Scituate, was not the mariner of the same name of whom mention has been made before. He married the daughter of John Cogan (Mary) in 1642, and subsequently (at her death), Elizabeth Sherman, both of whom were at the time widows. It is to be hoped that his troubles with the widow Thompson were of a purely financial nature. Whether Thompson was her maiden name, or the name of her husband, is hardly more than matter for remote conjecture.

[2] This same document, with certain unimportant differences, may be found in the *Mass. Col. Rec.*, i. 298. The last paragraph, in regard to the arrest of Goodman Swift and the suit about Smithman and Stacey, is not in the *Record*. In its place is this paragraph, immediately following that ending "as shall be agreeable to equity:" —

"If the Court be pleased to record this order, I consent to it.

"JO: HAYNES."

The paper in the *Colonial Record* is headed, "A Record of a Former Busi-

the said Andrew Coleman by his letter of Attorney dated the [*blank*] day of [*blank*] Anno Dñi 1636 made unto John Haynes Esqr gave him power & authority to sue and compound wth the said Willm Swift for & upon one bond of C^l^ bearing date the [*blank*] day of [*blank*] in the yeare 1635 wherein the said Willm Swift as a suerty was bound wth Roger Spring principall debter and Josiah Smith of Bermondsey streete leather-dresser another suerty for the payment of fifty two pounds upon a certaine day past And thereupon the said John Haynes agreed & compounded wth the said William Swift and the said William Swift mortgaged his house & lands at Watertowne aforesaid unto the said John Haynes in behalfe of the said Andrew Coleman by one deed or writing made in or about the moneth of [*blank*] in the yeare 1636 And whereas the said Willm Swift alleadgeth that the said Andrew Coleman hath already recovered for the said debt the summe of eighteen pounds & five shillings from John Smithman & Willm Stacy jun of Bocking Clothiers wch they owed to the said Willm Swift wch comes to halfe of the same debt wanting but five shillings and that halfe thereof is as much in equity as he being a suerty wth another ought to pay and the other suerty the said Josiah Smith being a man of sufficient estate ought to pay the other halfe. And that since the said mortgage the said Andrew Coleman hath contrary to the said agreement arrested and troubled the said Willm Swift in England for the said debt and recovered from him seven pounds & ten shillings more wch in all being twenty five pounds and fifteene shillings. This Court hath ordered that the possession of the said house & lands shall remaine in the hands of the said John Haynes till midsommer next to the end the said Willm Swift may

ness;" but I have been unable to discover any trace of it before this date. Haynes was at this time Lieutenant Governor of Connecticut. Andrew Coleman does not appear in Savage, and of Swift Savage seems to have known little that he did not gain from the above paper, except that he was of Watertown and came before 1634. Indeed it is doubtful if the William Swift who, as Savage says, came from Bocking was the same man as the above-mentioned, for Savage goes on, "Sold his estate 1637, and removed, probably to Sandwich; there died January, 1644." It was about midsummer, 1637, that Swift was arrested and imprisoned in Whitechapel. Of his son Edward "that was prentice" there is no mention in New England authorities.

make what proofe he can of the premises in the meane time And then this Court will set downe a finall order in the premises as shall be agreeable to equity.

Goodman Swift was arrested about Midsomer 1637 & imprisoned in White chapel & at ye pye without Algate payd to Joshua Smith & Mr Heath the Scrivener 7^l^ 10^s^. The suit ag Smithman & Stacey was in Guildhall 1636 Edward Swift his sonne that was prentice with George Andrewes butcher in Eastcheape little Eastcheape. [And a letter. 3*s.* 6*d.* 1*s.* 0*d.* Write to goodman Swift at Sandwich the letters to be left with goodman Buttolph glover in Boston.]

[1] Willm Eliott master of the shippe Charles of Bristoll John Searchfield of Bristoll merchant and Hugh Courtney of the same merch^t^ and Valentine Hill of Boston in New England merchant bound to Henry Woolcott & Samuell Wakeman in C^l^. Condiçoned to pay & satisfie to the Obligees for all such goods as shall be found wanting by the Boatsons books & found by the men assigned by the Court vizt Mr John Cogan & Mr Willm Peirce by the next quarter Court held at Boston in December next. except those goods already recovered 2 Sept 1640. [1*s.* 6*d.*]

Mr John Cogan[2] makes a letter of Attorney to Mr Willm Blackallow of Exon merch^t^ to receive & recover all Legacys given unto him or his wife or children by Mr Ignatius

[1] This entry is interesting as bringing together the names of several prominent New England merchants. Samuel Wakeman was one of the earliest settlers at Hartford, having before lived in Roxbury and Cambridge. About a year after this time he was killed (together with Captain William Pierce) in the course of a voyage to the West Indies, having been "sent with goods to buy cotton" (*Winthrop*, ii. 33). Henry Wolcott was also of Connecticut. He was a prominent man in Windsor, and a large merchant. Valentine Hill and John Cogan were two of the most prominent merchants of Boston, and Pierce was a noted shipmaster. Of the Bristol merchants I am sorry to say I have no knowledge. The ship "Charles" was owned by Mr. Thomas Elbridge, alderman of Bristol, as we may see in the accounts which appear later.

[2] This would seem as though Mrs. Ann Cogan had been a Jordan before marriage. The name Dominicus Jordan, which appears in Scarborough towards the end of the seventeenth century, seems as if it might be in some way connected with the late Ignatius Jordan.

Jordan of Exon Alderman deceased. 3 Sept 1640. [1*s.* pd in corn.]

John Clerke[1] of Newberry in New England late Citizen and Chirurgion of London one of the Executors of the last will and Testament of Anne Ward late of Stratford in the County of Suff widdow deceased makes a letter of Attorney to Edmund Sherman of Dedham in the County of Essex Clothier to receive & recover all rents issues & profitts and arreages of rents whatsoever issuing out of any Lands & tenements whatsoever in the Townes of East or West Mersey or elswhere in the County of Essex due & belonging to John Ward Sonne & heire of John Ward of Stratford afores[d] Clothier deceased [17*s*] by vertue of the Last will and testament of the said John Ward and of the said last will and testament of the said Anne Ward or one of them and by vertue of the same payable unto me during the nonage of the John Ward the sonne and the profitts revennues & income of two shippes & other rights belonging to the said John Ward by vertue of the aforesaid wills & testaments or one of them.

John Pierce of Hartford in Connecticot an Inhabitant Certifyed. [1*s.*]

A letter of Attorney by Will[m] Talmage Thomas Talmage and Robert Talm: aforesaid and Richard Walker to M[r] Ralfe King p[r]ut devant to receive the money of the said Overseers dat 3° Sept 1640. A Certificat under the pub: seale. [2*s.* 0*d.*]

RIGHT WORTHY SIR. I sent you at my first landing here an unwise letter of which I [deserved?] to receive no answer, —

[1] There were two physicians of the name of John Clarke in New England at this time. The one was John Clarke of Newport, who had been driven from Boston with Mrs. Hutchinson. The other, here mentioned, was of Newbury at this time, but later moved to Boston, where he died in 1664. His wife, Martha, was the sister of Sir Richard Saltonstall, and survived him for sixteen years more or less, during which time it may be inferred she subsisted on the proceeds of certain patent stoves invented by her husband. (See *Mass. Col. Rec.*, iv. 104, 260.) The patent was granted to her husband only for life, but at his death there were many stoves left which came to her by his will.

I cannot forget my respect towards you and your worthy and beloved family, my good lady and all your dear and hopeful children, as in my [poor?] supplications I remember dayly. In a word or two, we heare of great disturbances in our deare native countrey; I am heartily sorry that I had [ever hand?] in some of the [causes?]. I beseech you take my briefe opinion; we here are quite out of the way of right government both in Church and Commonwealth, as I verily think, and as far as I can judge upon better consideration, and some pains taken in searching after the bottome of some things. Poure Electoric wayes tried to the overthrow of Kingdomes:

No such way for government of Englishmen, as a Monarchie; of Christians as by Diocesan Bishops or Evangelists in their line. Better yeeld to many pressures in a Monarchie: then for subjects to destroy and spoile one another, [as I fear we must do here-long before we come to any settledness either in Church or Commonwealth.] If I were worthy to advise a word, I should desire you to have a care, and so all your friends, you prejudice not your estate, or posterity, by too much opposing the Regall power; For I verily beleeve the King's Majesty hath in general a good cause touching Episcopacie [against the Sectaries]. My reasons I could better deliver in presence, if haply God give opportunity to see you, or if you require it hereafter, I will be ready to present my thoughts unto you; all this, as I shall answer before the Lord, without any by-respects. If you were here I presume you would see more than I can, but I think you would be much of my mind. I hear that you [required?] that 20^{l} I owed you of Mr. Hill. God's will be done. I am not able to pay it yet, but shall be mindfull, God willing to discharge it as soon as I can. I am thankfull and desire to be yet more thankfull to you for the loan of it. If you hear anything of me specially from Mr. Hooke or his wife, pray keep an ear for me, for we have had some [*several words erased*]. I wish you knew how I am used: For this time thus I take my leave heartily recommending your worship and all yours to the guidance and [*undecipherable*]

of his heavenly majesty, resting yours in all service to be commanded.

THOMAS LECHFORD.

Thomas Starres of Windsor in Conneticot [1*s.*]; Robert Parker of Wethersfield in Connecticot [1*s.*]; Richard Payne of the same [1*s*],— certified that they are there inhabitants[1] 4 Sept 1640.

The forme of a bill of lading

Shipped by the grace of God in good order and well condičoned by I. K. in and upon the ship called the M & B of L whereof is Master under God for this present voyage J. B. and now riding at anchor in the p of J and by Gods grace bound for the p of B. in N E to say fower hogsheads of Corne being marked and numbered as in the margent and are to be delivered in the like good order and well condičoned at the abovesayd Port of B. (the danger of the seas only excepted) and the said I K or to his assignes he or they paying fraight for the said goods & wth primage and average accustomed or to his assignes the fraight being alreddy payd wth primage and average accustomed. In witnes whereof the master or purser of the said shippe hath affirmed to three bills of lading all of this Tenor & Date the one of wch three bills being accomplished the other two to stand voyd. And so God send the good ship to her desired port in safety Amen dated in L the 5^{t} day of September Anno Dñi 1640. outwardly well condičoned the contents I know not p: me I. B. [I. K.]

CHARLESTOWNE IN NEW ENGLAND 8 Sept 1640.

SR Upon eight dayes after sight of this my first bill of Exchange my second & third not being payd I pray you be pleased to pay unto John Chickley[2] of Boston in New England aforesaid or his assignes the summe of one hundred and

[1] If Savage had seen this entry, I think he would have added three more names to his *Genealogical Dictionary.*

[2] John Chickley is one of those of whom nothing can be found at present. For William Bernard, see p. 138, *ante.*

twenty pounds starling wch is for so much heere received by me of him I beseech you make good payement and place it to account as p. advice.

Yo^r^ loving kinsman

WM BERNARD.

To my very loving Cosin Mr THOMAS FREE merch^t^ at his warehouse at the George in Lumbard streate London.

Thomas Hawkins of Boston in New England baker bound to John Pollard[1] of Boston in 15^l^ to be payd 29 Sept 1640. for wch payment he is bound in 30^l^ to be payd at John Buttons house. 30 Julii 1640. mei. [6*d.*]

Rec to make red wax Rossen 6^l^ bees wax 2^l^ oyle 4 ounces turpentine 4 ounces vermillion 8 ounces. for winter temper the same quantity of wax and rossen wth 4 ounces of turpentine and 1^l^ of oyle. Mr Sherman.[2]

[176] I am summoned to appear in Court tomorrow, being the 1st of 10th 1640. The Lord God direct me.

Willm Withington[3] of Portsmouth planter assignes his servant Richard Haynes unto John Budd of Quinapeage

[1] The *Note-book* mentions John Pollard briefly after this in several places, but in each place in some business connection. He may be barely mentioned by Savage, or it may be another of the same name who is there noted. He would seem to have been a small business man who attended so carefully to his own concerns as to escape the big books of the Town Clerk or the Secretary of the Colony. John Button had three houses on the road leading west from Bendall's Dock, now called Elm Street (according to Lamb's map; G, 24, *Book of Possessions*).

[2] This Mr. Sherman I imagine, upon some slight evidence, to be the husband of the woman who gained notoriety by her persistent opposition to Captain Keayne in the matter of the stray sow, — of which some mention is made in the latter part of the *Note-book* (*post*, p. 334).

[3] William Withington was (*ante*, p. 119) of Newport. At this time the two towns of Portsmouth and Newport were embraced in one body politic. Portsmouth had been settled first by William Hutchinson, Aspinwall Coddington, John Clarke, and others; but certain dissensions occurring, Coddington and others were cast out of the body, and Hutchinson was chosen judge in the place of Coddington. The latter with his adherents removed to the spot which is now the city of Newport, and formed a separate body. In a little more than a year, however, the inhabi-

planter[1] from 24 Maii ult' for 5 yeares 10 7^{br} 1640. for 20^{li} in cattell or worke. [10*d.*]

A bill to pay the 20^{li} vizt in cattell 12^{li} to M^{r} [*blank*] Goodyer[2] of Quinapeage within a fortnight or 5 dayes after sight. and 8^{li} in cattell in December 1640. [1*s.* 6*d.*]

BOSTON IN NEW ENGLAND 10. 7. 1640.

Upon 5 dayes after sight of this my first bill of exchange my second & third not being payd I pray you pay unto Mr Gooddier[3] who came over this yeare in the ship St. John of London or his assignes the value of twelve pounds in cattell wch is for so much heere received of Willm Withington of Rode Island[4] Carpenter I pray make good payment and place it to account as by advice. [Mr Willm James of Quinapeage.]

Billa Salubritatis bona navis vocat' Prospera[5] de Dartmouth oneris 160 dolior' vel circiter Ejus nancterus sive

tants of Portsmouth were, at their own request, united to the people of Newport, and Coddington was chosen Governor, with Hutchinson as one of the assistants.

[1] John Budd was long after this (1664 and later) a prominent man in New Haven. He held the office of lieutenant, and also of representative.

[2] Mr. Stephen Goodyear was a London merchant who lived in New Haven from 1638 to 1656. He was assistant during his earlier residence, and Deputy Governor during his later stay. His wife went home some time before him, and was wrecked on the way to London in a vessel of Mr. George Lamberton's, which was lost with all on board. Mr. Goodyear consoled himself by marriage with Mrs. Lamberton, with whom he went back to London. One of his daughters became the wife of Samuel Wakeman, of whom mention was made just above.

[3] Although Savage puts 1638 as the date of Stephen Goodyear's magistracy at New Haven, I must think that this is the same man. Andrew, the son of Stephen, was not born until 1640. It may be that John Goodyear, the brother (?) of Stephen is referred to in both cases. Of this latter little is known save his residence at New Haven.

[4] Palfrey says that the name of Rhode Island was given to the island of Rhode Island in 1644. This mention is nearly three years before that time.

[5] I do not find any mention at all of the "Prospera" of Dartmouth. Even in the *Winthrop Papers*, where the name of the ship bringing the letter is often indorsed on the back of it, there is no trace of the "Prospera." It is probable enough that the "Prospera" seldom came to Boston, her chief business naturally being at Piscataqua, where the three Treworthys were in business. Owen Williams is on the freeman's list at Newport in 1655. He afterwards moved to Norwich, Conn., and there died in 1682.

magister Nicholaus Treworthy huius ad numero 21. — 15 Sept 1640. [1*s.* 6*d.*]

A payre of Indentures betweene Timothy Hawkins and Henry Smith & Edward [*blank*] his house lands & corne to them & their heires 3. 7. 1640. [2*s.* 6*d.*]

Owen Williams sonne of Marke Williams of St. Johns parish in the County of Cardiffe placeth himselfe Apprentice to Willm Withington of Portsmouth in New England Carpenter from 16 September 1640 for six yeares 5^l^ at the ende & double apparell. [2*s.* 0*d.*]

Willm Withington and John Lowe[1] wheelewright bound to Philip Gibb[2] nauter in 7^l^ to be payd 16 October next in Boston. [6*d.*]

Harman Garrett[3] of Charlestowne in New England Gunsmith covenants wth John Edwards of the same blacksmith

[1] John Lowe was of Boston, and, as is here said, a wheelwright by his trade. His shop was along by the water-side north of the Town Dock, and near the sawpits in Richard Bellingham's marsh, of which mention has been made. Goodman Lowe he is called in the *Town Records*, where he is seldom mentioned, though references to his house occur more than once.

[2] There is more to be found in Lechford's *Note-book* about Philip Gibb than in all other New England authorities put together, where he is conspicuous only by his almost absolute absence. As we shall find later, he was the agent of James Gammon and Thomas Harwood, merchants of Barnstaple, in the County of Devon, neither of whom, I am very sure, ever came to New England, although the name Thomas Harwood occurs in Savage. There are in the *Note-book* notices of business transactions between Gibb (sometimes acting for Harwood and Gammon, and sometimes with no reference to them), and Richard Parker and John Cogan, and I have no doubt that he had to do with other Boston merchants. That his name does not occur in Savage is not remarkable, for he probably never went to church, married, had children, died, committed a crime, or held an office in New England,— the principal methods by which many of his time made themselves known to posterity and to Mr. Savage. The only mention of him I can recall is in the *Colonial Record* (vol. i. p. 339), where he is called "Mr. Philip Gibs," or "Mr. Gibs," which seems as if he were a person of some consideration.

[3] Harman Garrett (or Herman, as it is generally spelled) was a blacksmith as well as gunsmith at Charlestown, where he lived from 1638 to 1652, when he moved to Boston. It is not impossible that John Edwards may have

to instruct him in the art of a gunsmith according to the best of his skill within the space of one yeare next ensuing & that the said John shall have the one halfe of the profitts of his owne worke in that art during the said terme & for this he is to pay the said Harman five pounds & ten shillings within 3 moneths next ensuing the date hereof dated 17. 7. 1640. And after the said terme the said John is not to sett up the said trade in Charlestowne aforesaid unlesse that he buy the house of the said Harman for such reasonable price as shall be agreed on by 4 men indifferently to be chosen betweene them and then the said Harman is to departe from the said towne. [1—6.]

Knowe all men by these presents that I Henry Gray of Boston in New England tayler doe hereby give grant enfeoffe and confirme unto Thomas Lechford gent all that my Dwelling house & garden thereunto belonging lying & being in Boston aforesaid conteyning in breadth towards the streat syde [*blank*] foot or thereabouts and at the farther end of the said garden [*blank*] foot or therabouts wth the appurtenances To have and to hold the said house and garden and all & singulare the premises wth the appurtenances unto the said Thomas Lechford his heires and assignes for ever And furthermore I the said Henry doe hereby grant for me & my heires that we will warrant to the aforesaid Thomas and his heires the aforesaid tenements wth the appurtenances against me the said Henry and Lydia my wife and my heires and all manner of person and persons lawfully clayming from by and under me or them or any of them for ever In witnesse &c. 18. 7. 1640.

[177] Mr Willm Hutchinson of Portsmouth in Aquednecke of Rode Island gent and Edward Hutchinson his sonne & heire apparent sell unto Mr Willm Tyng merchant one hundred and fifty acres of land[1] or therabouts being parte of the

moved to Wethersfield, where there was one of that name who came from the neighborhood of Watertown (see *post*, pp. 223, 225).

[1] I wish I could be sure that this land was that of which an entry is made in the *Town Record* as being "att Mount Woolystone beyond Mr. Cod-

great Lott of the said Will[m] Hutchinson at Brayntree lying next the lands of the said W[m] Tyng betweene the dead swampe there and Mountwollaston brooke for 13[s] 4[d] an acre halfe to be payd in land & halfe at 12 moneths end. 18. 7. 1640.

Margaret Stubbin wife of John Stubbin of Watertowne in New England aged thirty yeares sworne saith upon her oath that in or about the moneth of October last was twelve moneth she bought & received of Moyses Cox[1] now of Hampton in New England at Ipswich in New England when he was going to live first at Hampton aforesaid so much tryed suet as was worth ten shillings or therabouts w[ch] she payd unto him and that then at Ipswich aforesaid the said Moyses spent some smale quantity of fruit & cheese w[ch] he brought wth him in this deponents presence the certaine value whereof she cannot remember 19. 7. 1640. [1*s.*]

Edward Bridges second sonne of E B late of Raynham in C Som[st] Esq[r] makes a le[r] of Attorney & assignment to Will[m] Hudson of Boston Inkeeper to rec & recover of & from Richard Jackson[2] of Cambridge 4[l] 21. 7. 1640. [6*d.*]

Nathaniell Patten[3] late of Crewkerne in the County of Som[st] yeoman makes a letter of Attorney to Henry Andrewes of Taunton in New England planter to sue Will[m] Holloway

dington's farme and Mr. Wilson's into the country adjoining to Dorchester bounds." I think, however, that this is the lot spoken of from later passages in the *Note-book* (pp. 212, 214), and also a later passage in the *Town Records* (pp. 7–9).

[1] Moses Cox, of Hampton, and Margaret, the wife of John Stebbins, of Watertown, are both in Savage; but I find no mention of the tried suet.

[2] Richard Jackson, of Cambridge, was a man of note in the town for many years, being representative to the General Court.

[3] Nathaniel Patten, it would seem, had but just come over; for a week after this date he purchased a house and land in Dorchester of one Eels, as may be read in the Fourth Report of the Record Commissioners. His name occurs frequently afterwards in various ways. He was selectman in 1657 and 1658, and died in 1661, leaving no children, as Savage supposes. Henry Andrewes was one of the first settlers of Taunton, and representative 1639–1644. William Holloway, of Taunton, was there for a few years only, and in 1652 moved to Boston.

of Taunton aforesaid planter or mercer for 16^{l} for one cowe wch was Willm Downes[1] sold unto him by Mr Nicholas Streete. [0 g^{e} acquaint.]

[2] Boston August 8 1639.

Loving friend Mr Hobson I pray you pay unto Mr Roger Clay factor of Blackwell Hall or his assignes within thirty dayes after sight of this my first bill my second or third not being payd the summe of one hundred pounds being for so much received heere of Mr John Cogan and put it to account as p advice I rest yor loving ffriend Nathanaell Eaton. Lower is written To the wor^{ll} his loving firiend Mr John Hobson merchant in Coleman streete. dd.

On the seven and twentieth day of the moneth of February Anno Dñi according to the computation of the Church of England one thousand six hundred nyne & thirty and in the fifteenth yeare of the raigne of our Soveraigne Lorde King Charles &c at the instance and request of Mr Roger Clay factor of Blackwell Hall London I Josua Mainett Notary and Tabellion publicke dwelling in this City of London by the Authority of the said Kings Matie admitted and sworne required Mr John Hobson merchant dwelling in Coleman streete in London for to pay the summe of one hundred pounds mentioned in a certaine originall bill of exchange unto him shewen and whereof the Coppy herebefore is written word for worde seeing he acknowledged to have seene the same bill of exchange above thirty dayes agone whereupon the said John Hobson answered that for want of provision from the drawer he would not pay the said bill of exchange, wch answere I

[1] William Downes can hardly be identified by the fact that he once bought a cow from Mr. Nicholas Streete. The last-named was at this time the minister at Taunton, and we may hope that he was paid for the cow, which might easily have been his whole quarter's salary. He was afterwards minister in New Haven in place of Hooke, who had been his colleague in Taunton.

[2] Why this bill of exchange, with the protest thereof, was not inserted above, p. 147, where it belongs, is not clear. It is perfectly possible that Lechford did not then have it in his possession. Eaton was about this time in Virginia, where our friend Governor Winthrop says he was given up "to extreme pride and sensuality, being usually drunken, as the custom is there."

the said Notary having heard have in the name and at instance as aforesaid protested even as I doe protest by these presents for want of payment of the said bill of exchange and recharge and for all costs dammages and interests by reason [178] thereof already susteyned and suffered and yet to be suffered and susteyned as well against Nathaniell Eaton drawer or subscriber of the said bill of exchange as against all others in the said exc^{d} in any wise bound for to recover all the same of them or of their goods in time & place as of right shall apperteyne to me Thus done & protested in this City of London in the presence of John Daniell and George Kellam witnesses hereunto called and required. Quod attestes rogatus et requisitus.

1639. JOSUA MAINETT Note pub^{cus}

JOHN GREENLAND[1] *carpenter petičons the Court*

That yor petičoner hath bin an inhabitant in Charlestowne by the space of two yeares last past and all that while sojourned in other mens houses because he had none of his owne at length he spake to some of the Townesmen to entreate them to be a meanes to the rest that he might have a house lott given him whereon he might build an house but he received answere that the Towne had no house lott to give & therefore the said townesmen wished him to buy one Whereupon yor petičoner hath bought of Samuel Richardson of Charlestowne five acres of land within Charlestowne bounds on Misticke syde neare to Thomas Moulton & the widdow Wilkins and hath begun & halfe built his house upon it as yor petičoner conceiveth it was lawfull for him to do seeing that he hath built on five acres of ground Notwithstanding some of the said Towne have given forth words to discourage yor petičoner to goe on to plant there wch may turne to his great hinderance

[1] "John Greenland is granted his petition, which is to plant upon a five-acre lot in Charles Town bounds on Misticke side" (*Mass. Col. Rec.*, i. 309, under date Oct. 7, 1640).

In Wyman's *Charlestown* I find no account of the way in which John Greenland acquired this lot; but there is mention of his exchanging a lot (this one, as I suppose) of five acres "at Moltons Island" with Thomas Moulton against ten acres of land in Malden.

if he should be now caused to remove. Yo^{r} petičoner humbly prayeth this wor^{ll} Cort to be pleased in consideration of the premises to confirme yor petičoners said planting on misticke syde in the place aforesaid. And yor petičoner shall pray for this Cort, &c. [2—6.]

Joseph Hollway of Sandwich in New England millwright aged about thirty five yeares sworne saith upon his oath that about nyne moneths since he had certaine commodities of the wife of Thomas Richards of Weymouth that is to say kersey at 6^{s} 6^{d} p yard bayes at 4^{s} 2^{d} p yard and bynding lace at 7^{d} a yard when he came to reckon for it she did affirme that he had of her three quarters of a yard of kersey more than he had & sayd it was so much upon the booke & would have ben payd for so much.

That in or about March last past he heard the wife of Thomas Richards of Weymouth speaking of Henry Waltham & Willm Waltham say these words vizt The Walthams are cozeners & cheaters.[1] [6*d*.]

[1] It is unfortunate that the private character of Mr. Henry Waltham and of Mrs. Richards is not a more important matter of history, for the *Note-book* throws considerable light upon it. The careful reader of the two other passages of the *Note-book* referring to them (pp. 195, 207, *post*) who may compare them with the *Colonial Record*, i. 267, cannot fail to be of the mind that although Mrs. Richards was undoubtedly prejudiced in her statements, the opinion here expressed, in regard to Henry Waltham at least, was in some measure justifiable. The casual reader, who may not care to consult the *Record*, will find these extracts helpful in forming an opinion:—

4 June, 1639. "Mr Waltham and Mr Richards were fined 5^{s} for want of scales and weights in their mill and to provide them by the next Court. Mr Waltham was fined 3^{li} for taking too much tole, in some above double what was dew, whereof 20^{s} to be given the witnes" (*Mass. Col. Rec.*, i. 267).

30 January, 1639. "William Waltham, for being drunke aboard the ship called the Bristowe Marchant, wch he confessed, was fined twenty shillings, it being the first time he was known to be drunke, & so was seriously admonished, & dismissed" (*Ibid.*, i. 285).

Thomas Richards had come to New England in 1630, and settled at Dorchester, but by this time was removed to Weymouth. William Waltham died very shortly after this.

[179] *To the right wor^{ll} the Governor Council & Assistants and the rest of the generall Court now assembled* (8) 7. 1640.

The humble petiĉon of ZACHEUS GOULD[1] *of Lynne husbandman in behalfe of himselfe and all other husbandmen of the Country*

Showeth that whereas husbandry and tillage much concerne the good of this Commonwealth and yor petiĉoners have undertaken the managing & tillage of divers ffarmes in the Country & sowing of English corne their servants are oftentimes drawne from their worke to trayne in seed time hay tyme & harvest to the great discouragement & dammage of yor petiĉoners and yor petiĉoner the said Zacheus Gould for himself saith that for one days trayning this yeare he was much damnnfyed in his hay. And fforasmuch as fishermen upon just grounds are exempted from trayning because their trade is also for the Common wealth, Yo^{r} petiĉoners humbly pray that this Court will be pleased to take the premises into their grave Consideration and thereupon to give order for the incouragement of yor petiĉoners who are husbandmen imployed about English graine that they & their servants may be exempted from ordinary traynings in seed tyme hay tyme & harvest And yor petiĉoners shall as their duty bynds them pray &c.

Edward Howell[2] late of Marsh Gibbon in the County of Buckingham and now of Lynne in New England gent makes a Letter of Attorney unto Roger Stevens of Wotton Underwood in Com Buck husbandman German Major Citizen & mercer of London and John Reese of Marsh Gibbon aforesaid gent to surrender all his Coppihold lands & tenements in Wotton Underwood aforesaid to the use of Richard Grenville of Wotton Underwood aforesaid Esqr. [5.]

[1] Zaccheus Gould has been mentioned before (p. 147, *ante*). He was, as is here said, of Lynn; but little more is known of him. Later in the *Note-book* is more mention of him on different matters.

[2] Edward Howell, of Lynn, had five hundred acres of land granted him in that place, but soon removed to Southampton, L. I., where he was a magistrate, and where his son lived after him.

I Thomas Dudley Esqr Governor of the Jurisdiction of the Mattachusetts Bay in New England hereby certify unto all manner of persons to whomsoever these presents shall come that Henry Russell[1] late of Weymouth in New England sonne of Thomas Russell late of Chalfont St Gyles in the County of Buckingham yeoman deceased the ffoure and twentieth day of May last past And that this present day Jane the late wife of the said Henry and Elizabeth their Daughter & only child living being about the age of ten yeares came before me & presented the writing hereunto annexed as the last will and testament of the said Henry Russell wth an addition thereunto and also Edward Batte one of the witnesses named in the said writing deposed before me upon his oath that the said Henry Russell did declare publish and signe the same to be his last will & testament and the addition also to be parte of his said will and further then the said Elizabeth did before me freely choose her said mother to be her tuitorix and guardian during her minority In testimony whereof I have caused the publicke seale of our Colony to be hereunto affixed the nyeth day of October 1640 &c. [5*s.*]

A letter of Attorney by Mr Howell to Mr German Major to receive 31^l^ annuity out of my late freehold lands in Wotton Underwood in the County of Buck of Richard Grenville Esqr or Roger Stevens husbandman and one hundred pounds of Richard Francis of Marsh Gibbon in the County of Buck woollmerchant wch he received for me & to my use of Thomas Beckwith of Andbrooke in the parish of Masham in the County of Yorke gent and Robert Pickersgill of the maizes in the said parish of Masham husbandman. [5*s.*]

[180] Thomas Nicholls[2] of Hingham planter makes John Cockerell of Cockshall his attorn to receive his legacy given

[1] Henry Russell, of Weymouth, and his wife and daughter are all noted in Savage with but little addition.

[2] For Thomas Nichols see p. 180, *ante*, where the very little known of him is copied from Savage. George and Walter Nichols and John Cockerell (whose name is spelled Copewell above), being Englishmen, are practically unfindable.

him by Walter Nicholls his ffather of George Nicholls 80l 9. (8) 1640. [1—6.]

Will[m] James of Boston in New England mercer sonne of Albon James late Citizen and mercer of London makes a letter of Attorney unto his uncle George Strange gent to sell all his Freehold Lands & tenements in reversion after the death of [*blank*] James given and bequeathed unto him by his uncle Will[m] James. [2—6.]

Me Richard Parker &c tener' Samuell Hutchinson & Tho: Savage in 500l to pay 390l.

[1] NATHANIELL PATTEN *charges upon* HENRY WOLCOTT THOMAS MARSHFIELD *&* SAMUELL WAKEMAN *joynt undertakers of the shippes the Charles of Bristoll and the Hopewell of London.*

Imprimis delivered to Thomas Marshfield the 10th of Aprill 1640 .	20l
Itm delivered to Thomas Marshfield 14 Apr 1640	30l
Itm delivered to Henry Wolcott 29 April 1640	12l
Itm delivered to Samuell Wakeman 29 Aprill 1640	30l
Itm delivered to Henry Wolcott 6° Maii 1640 20l for w[ch] there is a note under his hand dated by mistake 6° April 1640 including that and the said 30l to Samuel Wakeman for 50l w[ch] showes they did things as partners	20l
Itm delivered to Thomas Marshfield 30 Maii 1640	12l
Itm delivered to Thomas Marshfield to pay to M[r] Elbridge owner of the Charles 13 Junii 1640	80l
Itm delivered to Henry Wolcott about that time	6l
Itm delivered unto Thomas Marshfield 17 Junii 1640	20l
S	230l
Itm for a bag of hoppes spoyled by the raine because some of the undertakers gave order it should not be received aboard .	6 12 6

[1] Although there is a difference in point of time of about a year between the two, I connect this account with almost the only other mention of Thomas Marshfield in New England chronology,—part of a letter written from Tho. Marshfield to Samuel Wakeman, which was copied into the first volume of *Suffolk Deeds* (f. 12) by John Winthrop (6. 3. 1641):—

"For M[r] Patten, I conceive he hath received some wronge; I did receive one hundred & fiftye pounds allmost of him—not that that is all Due to him."

Marshfield died the next year,—or at least disappeared,—and his family moved to Springfield. (See *Conn. Rec.*, Oct. 12, 1642.)

Itm for a nimming sheet and rugg lent unto the Steward Robert Ring for the undertakers use	2	8	0
Itm for a cabbin bought in the ship because I had not convenience in the ship according to agreement for myselfe & family	1	10	0
Itm for a womans pillion lost in the ship Hopewell	0	10	0
Itm costs & charges att Bristoll from the 24th of May till the 18th of June for myselfe & family because att the said 24th day we should have bin gone	5	0	0

[1] Itm they undertooke to victuall the said ship Charles for 16 weekes & to carry but 150 passingers but they carryed in the sayd ship a great many more passingers to my remembrance and they the passingers were debarred of our beere & water before landing and if we had bin put to a long voyage we must needs have suffered much more than we did wch I leave to the consideration of the Cort. [2–6]

HENRY LYMON *defend^{t} att the suit of* HENRY WOLCOT.

Forasmuch as the defendant can prove by Mr Avery master of the Hopewell and John Gover of Assize Newton in Devonshire that the plaintiffe promised the defendent upon payment of 20^{li} 5^{s} in Bristoll he should have his goods delivered in New England wthout any more to doe And wheras he [181] alleged before the Jury that he could make such proofe but did not name the witnesses whereupon the Jury being in hast hath cast him in 3^{li} 16^{s} The defendant humbly prayeth that judgment & execution be stayed till he can produce his witnesses. [1*s.*]

John Bibble[2] make a letter of Attorney to Sibill Bibble his wife of Shadwell in Stepney parish & John Waterton of

[1] It may have been that it was at the end of this voyage, referred to above, that Samuel Maverick gave bond for 120^{li} for the Company of the Charles "to answer such actions as are or shall be brought."

[2] John Bibble was a Boston man in 1637, and subsequently moved to Malden. He died in 1658; and at this his wife came to New England, and desirous perhaps of ridding herself of her sibilant name, married Miles Nutt, and subsequently John Doolittle.

the same shippwright to sue James Buckley of Shadwell aforesaid upon the bond annexed &c. [6*d.*]

John Barnes of Plymouth merchant bound to John Parker in 100^{l} for payment of 50^{l} 1 Sept next at his house at Plymouth. [1*s.*]

Robert Mantell of Dorchester bynds himselfe by a writing under his hand to Theodore Atkinson to pay unto his use unto William Baker Citizen & haberdasher of London dwelling in or neare Creed lane wthin three weekes after the arivall of the ship wherein the said Robert[1] intendes to passe in England. dated 15 Oct 1640. [6]

Thomas Lund[2] late of Hingham in N E makes a le^{r} of Attorney to Thomas Grubb of Boston in N E to receive all moneys due unto him. 24 Oct 1640. [6*d.*]

Willm Pomfret[3] of Dover upon Pascattaway river Planter bound to George Druell[4] of London marriner to deliver & pay unto him or his assignes one thousand of redd oake merchantable clapboard for the passage of Hosanna Pomfrett his wife & Elizabeth their daughter. [1*s.*]

John Holgrave[5] of Salem in N. E. marriner bound to Edward Paine of Wap: in the County of Midd marriner for payment of 37^{l} ult' Julii px at his house in Salem. [1*s.*]

[1] The said Robert did pass into England, I imagine, for he certainly has left no trace behind him except this one mention. Theodore Atkinson was a feltmaker of Boston. He came to this country in 1634 in the employment of John Newgate the hatter, who, one may imagine, made the tall hats worn by all the Puritan Governors; for he was a man of consequence, and I doubt not was one of the first in his trade.

[2] Thomas Lund, a merchant, brought from London, 1646, power from certain citizens of London to collect debts. This is all Savage says on the matter. Thomas Grubb was a leather-dresser living on Washington Street, opposite Milk. (See *ante*, p. 172.)

[3] William Pomfret was early town clerk of Dover, and lieutenant. He lived until 1680.

[4] George Druell, of London, called at one time "marriner," and at another "grocer," was agent for one Edward Payne, mariner, of Wapping, as well, doubtless, as for others.

[5] It is curious that this agreement of John Holgrave should have been made

A charter party betweene Mr George Story[1] of Boston in N E merchant of the one p^te^ and Marke Beaple master of the ship Green Lyon of Barnstable of burden 240 tunnes or thereab: part owners of the said ship of the other p^te^ Wheras the said merchant hath laden the said ship wth Clapboards to the number of 8000 & 500 or thereabouts to be đđ at [*blank*] for wch fraight the said merchant or his assignes is to pay the said master w^th^in twelve dayes after arivall 225^l^ and 5^l^ towards a pylott: the goods to be bound for security of payment. [0]

Samuell Haskill[2] citizen & silk throster of London bound to John Hill gent in 14^l^ to pay 7^l^ upon the Arrivall of the ship the green Lyon in England aboard the said ship Coram me et Jona Hopkins 26. Oct. 1640. [6*d*.]

Elizabeth Freestone late of Alford in the County of Lincolne and now of Boston in New England spinster daughter of Richard Freeston late of Horncastle in the County of Lincolne aforesaid wollendraper deceased makes a letter of Attorney to John Hutchinson of Alford aforesaid wollendraper to receive & recover 40^l^ of Mary Freeston of Thimbleby in the said County widdow & Executrix of the last will & testament of Robert Freeston my uncle who was executor of the last will & testament of Robert Freeston my grandfather

with Edward Payne rather than Druell, his agent in New England. It may be, however, that Druell was only Payne's agent for some particular transaction. John Holgrave himself is merely noted by Savage as being representative at the first Assembly.

[1] Of George Story, of Boston, merchant, little is known beyond what may be derived from the history of Captain Keayne's sow, so frequently alluded to by early historians of this country.

[2] This entry unfortunately does not throw any light on a subject of some interest which it calls to mind,— the culture of silk in New England. The silk-throwster was a man who ran a factory for the throwsting or twisting of silk after it had been first wound and before it could be woven. At this time London was full of French Huguenots, busily engaged in introducing the silk manufacture there, who all turned their eyes to the New World as a means of obtaining silk that need not come through France and Italy. The experiments in silk culture were not successful even in the Southern and Middle States, where they were most tried, and in New England very little was ever done at all. See a very interesting article on "Colonial Husbandry" by Edward Eggleston in the *Century Magazine* for January, 1884.

one of the Executors of the last will & testament of my said father and 6^{l} 13^{s} 4^{d} dividend part belonging to me by reason of the Death of my sister Mary and 5^{l} of Nathaniell Cuthbert of Warmington in the County of Northampton Executor of the last will & testament of my grandmother Mary Cuthbert given me by her will. [3*s.* 6*d.* 2 6]

Md. Wheras the within mentioned one thousand of Clapboards will be worth 11^{l} it is agreed between the parties wthin named that if the passage money wthin mentioned & intended come not to so much that the said George Druell shall pay the said Willm Pomfret in money so much as the said passage money or other charges for the wthin mentioned Hosanna and Eliz shall come short of the said 11^{l}.

[182] Phillip Gibbs & al con Thoma Allen & Ricum Callicot[1] in recuss. [1*s.*]

Philip Gibbs & al con Thoma Allen. [1*s.*]

Willm Vicars of Wethersfield upon the river of Connecticott Planter a Certificat that he is there Inhabitant.[2] [1*s.*]

Samuell Haskill bound to Willm Vicars for 7 yeares provided that if 8^{l} be payd him wthin 6 dayes after the arrivall of the green lyon at London at the ship taverne near Billater lane London then this Indenture to be voyd Mr John Cooke of Fanchurch streat belonging to the Custome House hath 50^{l} of his given by his grandfather Mr George Cooke Inkeeper at the white horse wthin Algate deceased 13 yeares since. [3*s.*]

[1] Richard Callicot was of Dorchester, as was Thomas Allen. (See. p. 195, *post.*) The name of the former occurs frequently in the *Dorchester Town Records* (usually spelled Collicot). It is difficult to identify Thomas Allen in Savage, on account of the large number bearing that name. He appears only once or twice in the *Dorchester Records.*

[2] This certificate (if it could be found) ought to convince one of the existence of Wm. Vicars, Savage notwithstanding.

Abraham Shawe[1] sometime of Hallifax in the County of Yorke Clothier & late of Dedham in N E planter made his last will & testament about November 1638. & thereby made Joseph Shawe his eldest sonne & Nicholas Biram his sonne in lawe his executors & dyed having 100l & divers other dutyes in the hands of severall persons they give a letter of attorney to Mr. [*blank*] Best of Hallifax aforesaid Clothier to receive the same & all profitts of Colemines whatsoever & the same Colemines to sell &c. [5*s*.]

Joseph Redknap late of Hampton in the County of Midd and Citizen & couper of London makes a letter of attorney unto Reynold Stevens of London gent and John Stevens of Hampton aforesaid yeoman to surrender a Coppihold in Hampton called Blackbush eight[2] now or late in the occupacon of Elizabeth Redknap his mother & all his interest therein. [2–6]

John Bradshaw late of Lynne in New England husbandman makes a letter of attorney & assignement to Zacheus Gould of Lynne aforesaid yeoman to receive & recover 3l & all costs & charges[3] wch he recouvered in the last Court at Salem against Mr. Thomas Willis. [6]

John Page[4] of Waterton in N E pl. for 32l 8s mortgageth unto George Druell Citizen & grocer of London Attorney & assignee of Edward Payne of Wapping in the C of Mid marriner six heads of Cattel specifyed in a schedule hereunto

[1] We can add nothing to Savage's note on Abraham Shaw from this letter of attorney.

[2] Savage says that this estate, called by him "Blackbush right," was sold by Redknap in 1649 to one Edward Tomlyns, which would seem as though it were not surrendered at this time. A friend suggests "Blackbush Eyot" as the name of the estate. The spelling in the text above, "eight," might easily stand for "Eyot."

[3] What these "costs and charges" could have been for, I can hardly imagine. Mr. Thomas Willis at this time was one of those appointed to "joyne with the magistrates at Salem to assist them in keeping their Courts." Bradshaw has left no trace of himself. This notice seems as though he were going to England.

[4] John Page came to New England with Winthrop, and lived in Watertown for a long time, having a son of his name who lived there after him.

annexed Provided that if he pay the said money ult' Maii px at his house in Waterton then &c. [2–8]

Joseph Bemis[1] of Waterton pl: bound to George Druell agent for Mr Payne in 14^l^ to pay 7^l^ 7^s^ upon the 10th of March in good or merchantable Indian corne at 3^s^ 4^D^ the bushell at Mr Edward Tyngs at Boston in New England. [8*d.*]

John Sampson of London merchant makes a letter of attorney to Philip White marriner to receive of Willm Quicke 18^l^. [1*s.*]

[183] Job Judkin[2] & his wife a letter and a Release. [8*d.*]

Mr Christopher Stanley for a letter coppied & a letter for his brother. [1–6]

Articles of Agreement made the Seventh day of November Anno Dñi 1640 *Betweene Captaine* ROBERT HARDING[3] *of Newporte in the Isle of Aquednecke in New England of the one parte And* WILLIAM WITHINGTON *of Portsmouth in Aquednecke aforesaid Carpenter of the other parte as followeth.*

Imprimis the said Robert doth hereby grant and to ffarme lett unto the said Willm all that the ffarme granted unto the said Robert by the said Towne of Newporte conteyning 300 acres at the leaste lying neare unto an Island called Canonicute wth all the medow ground thereunto belonging To have & to hold the said ffarme & all & singulare the premises wth the appurtenances unto the said W^m^ his executors adm: & assignes from the Date of these presents for the terme of nyne yeares from thenceforth next ensuing fully to be compleate and ended

[1] Joseph Bemis was not so old an inhabitant, having been at Watertown for only a year or so. He was a prominent man in town affairs, often selectman and so forth.

[2] Job Judkin, it may be remembered, was one of those who undertook to teach some manner of trade to William Boreman (p. **142**, *ante*).

[3] Robert Harding went to Newport with others of the Hutchinson party after their defeat in Boston. He was a man of consideration in his new home, as he had been in his old.

yealding and allowing therefore for the first seven yeares of the said terme at the end of the said seven yeares unto the said Robert his heires and assignes the worth of two hundred and ten pounds in buildings fencings draynings of medow or other labour bestowed in improving the premises to be made & done on the same in the meane time the said buildings fencings draynings and labour thereabout or other labour as afors^{d}: to be valued by indifferent men to be chosen by and betweene the said partyes to these presents their heires executors administrators and assignes according to every dayes labour of men thereabout at the rate of 2^{s} 6^{d} for a mans dayes worke and for cattells labour at 10^{s} a Dayes worke for a sufficient teame And yeilding and paying therefore yearely for the two last yeares of the said terme of nyne yeares unto the said Robert his heires and assignes the yearely rent of forty pounds at two termes in the yeare that is to say the seventh day of May and the seventh day of November by equall portions to be payd.

Itm that the said Willm his executors adm^{rs} or assignes shall or may lawfully have & take timber & wood on the premises if there it may be had for the said buildings fences draynings and reparations thereof and also firewood for his & their owne spending from time to time during the said terme wthout doing any voluntary wast on the premises by selling or carrying away of timber or otherwise.

Itm that the said Willm his executors adm^{rs} or ass^{s} shall & will from time to time well & sufficiently repaire & amend the said buildings fences & draynings during the said two last yeares of the said terme of nyne yeares and the same so well & sufficiently repaired & amended wth all the premises in the end of the said terme to leave & yeald up unto the said Robert his heires or assignes.

Itm that the said Robert his heires & assignes shall in the end of the said terme take off & buy all such cartes waynes & husbandry instruments wth the appurtenances as the said Willm his executors adm^{rs} or ass^{s} shall make and use on the prmises during the said terme at the rate they cost according to 2^{s} 6^{d} a mans dayes worke in the making of them if the

said W^m^ his executors adm^rs^ or ass^gs^ shall be willing to sell the said cart waynes & instruments.

Itm the said Robert doth hereby let unto the said Willm one stocke of eight Cowes all supposed to be wth Calfe one young bull one young steare two cow calfes and one great sowe all wch are esteemed to be worth ten Cowes To have and to hold the said stocke of Cattell unto the said W^m^ his executors administrators and assignes during the said terme of nyne yeares yeilding & allowing therefore at the end of the first three yeares of the said terme unto the said Robert his executors adm^rs^ or assignes ten of the best cattell that he or they shall choose out of the increase of the said stocke and in lieu of the said bull steare calfes and sowe makeing the said stocke to be ten Cowes by adding two Cowes to the said Eight Cowes And yeilding & allowing att the end of the sixt yeare of the said terme ten more of the best new increase cattell that the said Robert his executors adm^rs^ or assignes shall choose out of the said new increase of the said stocke of ten cowes And at the end of the nyneth & last yeare of the said terme ten more of the best new increase cattell that he or they shall choose out of the said new increase of the said stocke of ten Cowes together wth said stocke of ten Cowes or as many of them as shall be then alive and all other Cowes added to the same stocke.

Itm that the said Robert his executors adm^rs^ and assignes shall from time to time stand to the losse of the said stocke and make good the same as they shall decrease or decay during the said terme so it be not through the wilfull default of the said Willm his executors adm^rs^ or ass^gs^ in wch case he or they shall make good the said stocke by the valuation also of indifferent men as aforesaid.

Itm that at the end of the said third sixt & nyneth yeares when the said Robert his executors adm^rs^ or assignes have made choice of their said increase cattell the residue of the increase Cattell of the said stocke except the said two cowes to be added to the said stocke shall be accounted and be the proper goods & chattells of the said William his executors adm^rs^ or assignes.

Itm the said William his executors administrators or assignes shall keepe the ten new increase Cattell to be yeilded & allowed as aforesaid out of the said new increase at the said sixt yeare and during the said last three yeares of the said terme yeilding and allowing therefore at the end of the said terme unto the said Robert his executors administrators and assignes ten of the best cattell that he or they shall choose out of the increase of the said ten new increase Cattell together wth the said ten new increase Cattell or as many of them as shall be then alive and all other Cattell added unto the said new increase Cattell [184] the said Robert his executors administrators and assignes standing to the hazzard of the said ten increase cattell and from time to time make good the same number of them during the said terme if they decrease or decay so it be not through the wilfull default of the said Willm his executors admrs or assg in wch case he or they shall make good the said number of ten increase cattell and the said Willm his executors administrators and assignes to have the residue of the increase of the said ten new cattell as his & their owne proper goods & chattells.

Itm the said Robert doth hereby grant unto the said William all the hay now upon the premises to be valued for quantity by indifferent men to be chosen betweene the said Ptys and the said valuation to-be written on the back syde of these presents To have and to enjoy the said Hay to the said Willm his executors administrators and assignes Yeilding and allowing therefore unto the said Robert his executors administrators and assignes the keepeing of one Cowe this winter and the summering and wintering of one calfe every yeare following during the said terme of nyne yeares and twice so much hay or els twice as much hay and once as much straw in quantity as the said hay now granted shall be valued at. In witnesse &c. [6*s*. or a bushell of wheat or a bs & halfe of Ind.]

Anne Stratton[1] of Salem in New England widdow aged about fifty yeares late wife of John Stratton of Shotley in the

[1] The *Note-book* for some pages is now filled with depositions, petitions, and notes in regard to a suit brought by Mrs. Anne Stratton, of Salem, against

County of Suffolk gent deceased sworne saith that Joseph Stratton sometime of Harwich in the County of Essex marriner and now of James Citty in Virginia brother of her said husband did in or about the yeare of our Lord one thousand six hundred and twenty eight stand indebted unto Willm Stratton this deponent her sonne deceased in the summe of 80^li^ principall debt for payment whereof the said Joseph entered into one bond or obligation of a greater summe wch said debt should have bin payd unto this deponent her said sonne in his life time about 12 yeares since. And this deponent saith that the said Joseph Stratton did likewise in or about the yeare of our Lord one thousand six hundred and twenty three stand indebted unto her said husband by bill or bond in the summe of sixty pounds at the least principall debt wch should have bin payd unto her said husband in his lifetime about 17 yeares since and this deponent saith that she doth not knowe that the said Joseph hath payd or satisfied the said principall debts or any parte thereof one or other unto her said Sonne or husband their [or] either of their executors administrators or ass^gs^. And this deponent saith that the said Joseph did by word of mouth in this deponents hearing and by letters of this wch this deponent hath seen & read acknowledge the said debt of 80^li^ unto the said Willm Stratton and promised satisfaction thereof and did also acknowledge the said debt of sixty pounds demanded on the behalfe of her said husband and likewise promised payment thereof twelve yeares since or thereabouts. And this deponent saith that she had both the said specialtyes in keeping divers yeares but after the death of the said Willm this deponent to her best remembrance delivered them unto her sonne John Stratton of Salem aforesaid to whome of right the said debts did & doth belong as she conceiveth He being Executor of the last will & Testament of her said late husband and brother unto the said Willm who was also indebted unto the said John and

her brother-in-law William Stratton, of James City (so called), Virginia. We learn little from the case that is now of interest. Mrs. Anne Stratton was the mother of John Stratton, of Scarborough (see *ante*, p. 121), and of Elizabeth, who became the wife of John Thorndike, — a fact unknown to Savage. Of Joseph Stratton, of Virginia, I know nothing.

in particular by the writing now shewed unto this deponent whereto she did write her name as a witnesse and was present when the same was subscribed sealed & delivered by the said Will[m] And she hath credibly heard and verely believeth that the said John lost the said two first mentioned specialtyes by Casting away of a Boate wth many other goods & writings belonging to the said John And further [185] this deponent saith the said Will[m] being to goe for Virginia in the yeare 1628 first above mentioned had of her this deponent divers goods amounting to the value of forty pounds at the least of lawfull money of England and that he had of the said John other goods to the value of fifty pounds at the least of like lawfull money of England all w[ch] goods or very neare all of them the said Joseph carryed away wth him to Virginia leaving the said Will[m] behind him in England. And lastly this deponent saith that the said Joseph about the time of his said departure forth of England had of the said John her sonne one Watch and a Clocke for w[ch] the said Joseph was to pay unto the said John the summe of five pounds of like lawfull money. [2*s.* 6]

Ralph Fogge[1] of Salem in New England gent aged about forty yeares sworne saith that he was present to his best remembrance and saw when the two specialtyes mentioned in the aforewritten deposition of M[rs] Anne Stratton were by her delivered unto her said sonne John Stratton at Dedham in the County of Essex. [6*d.*]

Elizabeth Thorndike aged about 26 yeares wife of John Thorndike of Salem in New England gent sworne saith that she was present and saw when her mother M[rs] Anne Stratton delivered unto her brother John Stratton the two bonds or specialtyes w[ch] she hath heard & verely believeth were made by M[r] Joseph Stratton the one of them for eighty pounds to her brother Will[m] Stratton deceased and the other of them

[1] Ralph Fogg, whose deposition in the Stratton case here appears, was a Plymouth man at first (1633), but afterwards moved to Salem, where he remained until 1652, when he went home to London.

for sixty pounds unto her father Mr John Stratton deceased to the best remembrance of this deponent And this deponent knoweth that her brother John Stratton was & is executor of the last will & testament of her said father &c. [1.]

John Stratton of Salem in New England gent aged about 34 yeares sworne saith that his mother Mrs Anne Stratton in or about the moneth of December in the yeare of our Lord 1631 delivered unto this deponent at Dedham in Essex in the presence of Ralfe Fogge and this deponents sister Elizabeth Thorndike the two specialtyes wherein his uncle Mr Joseph stood bound in the one of them for eighty pounds unto my brother Willm Stratton deceased and in the other of them for sixty pounds unto his father Mr John Stratton deceased And this deponent saith that he knoweth the said specialtyes were the proper acts and deeds of the said Joseph by his hand & seale and further this deponent saith that he lost the said specialtyes wth other writings & goods by the casting away of a boate at Cape Porpis in America about ten yeares since. And this deponent saith that the writing now shewed unto him is the testimony of Isaacke Allerton marriner and that it is subscribed wth his proper hand writing & name &c. [1–6]

To Thomas Dudley Esqr Governor of the Jurisdiccon of the Mattachusetts Bay in New England and all other his Ma^{ts} Judges & Officers whomsoever it may concerne [186] The Certificat of John Endecott Esqr one of the Assistants or Magistrates of the Jurisdiccon aforesayd I the said John Endecott doe hereby Certify that the severall Testimonies hereafter written were taken before me upon the oathes of the severall deponents upon the [*blank*] day of November Anno Dñi 1640 and that the sayd severall depponents subscribed their severall names to their said respective testimonies and that one writing concerning a thousand pounds of tobacco wch should have bin sent by one Willm Stratton unto John Stratton now of Salem in New England gent was shewed before me unto Mrs Anne Stratton at the time of her examination and

deposition hereafter written And another writing purporting to be a testimony under the handwriting of Isaacke Allerton was likewise shewed before me unto John Stratton aforesaid at the time of his examination and deposition hereafter specifyed to wch severall writings I have also sett my hand in testimony thereof And lastly that true Coppies of the said two writings are hereafter specifyed as followeth &c. [2*s.* 6]

Mr Robert Keayne Mr Thomas Owen[1] merch^t^ and Mr Thomas Stegge of Weynoke in Virginia Merchant Attorneys for Mr Stratton. Mr Owen only for Mrs Stratton. [2–6]

Knowe all men by these presents that I Anne Stratton of Salem in New England widd doe hereby constitute &c Thomas Owen of Boston in N E merchant my true and lawfull Attorney &c. 50^l^ or 40^l^ &c and all and all manner of dammages costs charges & expences lost suffered or layd out by reason of the [*illegible*] or for and about the recovery of the said debts & summes of money or any of them. [1*s.*]

HONERESSIME DOMINE — Multa sit tibi salus precor a Deo forti nostro ac omnipotenti p̄ dominum Jesum unicū Salvatorem. Gratias tibi habeo Domine propter tuam erga me meosque benevolentiam singularem et cum fuerimus vobiscum et adhuc coniugem meam hospitando &c De Colonia stabilienda p̄ Confabulationem cum Ecclesia (cui me devinxit solemne pactum) pro comperto habeo, iis precipue esse Cura ut ubicumque operi edificando Incumburit politicum regimen libernum absolutum et independens iis stabiliri possit Dominus Underhill[2] ad te statim venturus est. Rursus ac rursum pro omni tua in me benevolentia tibi gratolor et tutelae Dei te Committens maneo.

Tui observantissimus

RICHARDUS MORRIS.

Novembr 5 1640.

[6*d.*]

[1] Thomas Owen is known only through mention of him by Winthrop, not here pertinent, and another of like nature in *Mass. Col. Rec.*, i. 223.

[2] This is the first mention of Underhill in the *Note-book*; but it seems more proper to reserve notice of him until p. 223.

[187] *To the right wor*^{ll} *the Governor Council & Assist*^{s} *of this Jurisdiccon.*

The Complaint[1] *of* RICHARD LANG *of Weymouth in N E Clapboard ryver against* JOHN UPHAM *and* WILL^{M} SMITH *in behalfe of themselves & the rest of the freemen of the said Towne of Weymouth*

Sheweth that this Compl^{t} hath bin an Inhabitant in Weymouth aforesaid by the space of six yeares last past or thereabouts and ought in right to have a share in the necke of land in Waymouth the said John Upham & W S & the rest of the said defend^{ts} wthout the generall Consent of the Towne made an agreement that the new Planters with Richard Silvester & Arthur Warren should have the said necke of land allotted among them and unjustly left out this Compl^{ts} name saying that he was no planter and whereas this Compl^{t} should have had three acres of land at the least upon the plaine the Defend^{ts} have assigned him but two acres there And whereas the Plt had three acres of land going to the mill the said Defend^{ts} have uniustly given the same to Richard Knight And the said Defend^{ts} deteyne the Plts share of the meddow ground within the said towne wch should be three acres at the least And the said defend^{ts} have assigned and taken great lotts to themselves but have not assigned any great lotts to the rest of the planters there. And they have uniustly given away lands out of this Compl^{ts} and other men their rights And also have overrated this Compl^{t} and other inhabits there. Lastly the said defend^{ts} keepe the Towne booke disorderly some leaves having bin cutt forth & some blotts and other defects there are therein The Compl^{t} prayeth that the defend^{ts} may be enjoined to appeare at the next Court to answere the premises & bring the said Towne booke wth them. [1—6]

[1] I cannot find that this petition of Richard Lang was ever acted upon. John Upham and William Smith were both commissioners for Weymouth, and also deputies, and Warren and Silvester were both well-known men; so it is probable that the matter was passed over.

Captaine Richard Morris bound to Josuah Hewes for 14^{l} to be p^{d} 20 April px 23 Nov: 1640. [*6d.*]

John Rogers of Accamenticus in New England aged about 27 yeares sworne saith that in or about May last past he this deponent delivered unto Thomas Jones a tayler who afterwards dyed as this deponent hath heard by the blowing up of the Mary Rose these commodities hereafter following to be made into stockings & a cap vizt a yarde of kersey or thereabouts worth 4^{s} and two yards & halfe of bayes worth 5^{s}.

Robert Rogers of Boston in New England aged 23 yeares sworne saith that in or about the moneth of June last Thomas James a tayler who was slayne in the blowing up of the Mary Rose confessed he had things to make for this deponents kinsman John Rogers & promised to make them up.

[188] *To the right wor^{ll} S^{r}* FRANCIS WYATT *Knight*[1] *Governor and Captaine generall of his Ma^{ts} Colony in Virginia*

The Bill of Complaint of JOHN STRATTON *of Salem in New England gent*

In all humble manner sheweth unto yor wor^{p} that yor suppliant is sonne and heire and Executor of the last will and Testament of John Stratton sometime of Shotley in the County of Suffolk gent deceased and that Joseph Stratton now of James City in Virginia gent yor suppliants uncle and brother of the said Testator in or about the yeare of our Lord One thousand six hundred twenty and three stood indebted by bill or bond unto the said Testator yor suppliants said ffather in the summe of sixty pounds of lawfull money of England principall debt: And that yor suppliant had a Brother one William

[1] Savage says, in a note on *Winthrop*, ii. 159, that S. W. Campbell is the only writer known to him "who takes notice of the administration of Sir Francis Wyatt from 1639, when Hervey was superseded, to 1641, when Berkeley was appointed."

Stratton of Ardlye in the County of Essex gent deceased who about the yeare of our Lord one thousand six hundred and twenty eight intended to passe over from England into Virginia in Company with the said Joseph Stratton and had for his portion one hundred pounds in redy money in his purse and besides yor suppliants adventured by him and delivered into his hands divers moneys goods and commodities to the value of ffifty pounds at the least And this Complainant saith that the said Joseph by his faire intreaties & perswasions in the said yeare 1628 borrowed eighty pounds of the said Willm out of his said portion and entered into one bond of a greater summe how much in certaine this Comp^{t} cannot remember for the repayment of the said eighty pounds after that sometime in the same yeare or neare thereabouts and also the said Joseph by his said intreatys and perswasions gott into his hands & possession all or very neare all of the said goods & commodities wch this Complainant delivered unto the said Willm and the said Joseph having gotten into his hands the said 80^{l} and 50^{l} worth of goods and upon some pretence of businesse sent the said Willm from Plymouth to Ardelye afors^{d} the said Joseph bearing the said Willm in hand that he would stay at Plimouth aforesaid till the said Willm returned thither and so both together to passe over into Virginia but the said Willm was no sooner come to Ardelye aforesaid but newes followed him that the said Joseph had sett sayle & was gone for Virginia and so he carryed away the said 80^{l} being the greatest parte of the said Will^{ms} portion and the said fifty pounds worth of goods and commodities and left the said Willm in England to rely upon yor suppliant and his mother for his maintenance to their great costs & charges And yor suppliant further showeth [189] that the said Joseph never payd the said debts or any parte of the same either to yor suppliants ffather or Brother in their lives time nor since to yor suppliant and further that his mother Mrs Anne Stratton now of Salem aforesaid did deliver both the said specialtyes to yor Suppliant about ten yeares since at Dedham in Essex and afterwards the same yeare or thereabout yor suppliant lost them by casting away of a boate at Cape porpis in America wherein the

said specialtyes & many other writings & goods of this Compl^{ts} were lost. Also this Compl^{t} sheweth that he is the only brother and heire of the said Willm and that he was indebted unto yor Suppts and therefore of right the administration of the said Willm his goods rights & credits belongeth to be granted unto yor suppliant as next of kin and creditor to the said Willm or to whomsoever yor suppl^{t} shall depute thereunto and because yor Supl^{t} cannot at this season conveniently travell to Virginia he hath deputed Mr Robert Keayne Mr Thomas Owen and Mr Thomas Stegge or either of them to procure the said letters of admin unto whome yor suppliant prayeth yor wor^{pp} to grant the saide or to one of them and to take their names or one of them as Compl^{ts} in this present bill wth yor suppliant for the better recovery of the premises in yor suppl^{ts} behalfe And this Compl^{t} further showeth that the said Joseph had of yor suppl^{t} one watch and one clocke in the said yeare 1628 for wch the said Joseph was by agreement shortly after to pay yor suppliant five pounds but he hath not to this day payd the same nor any parte thereof to yor suppliant. Notwithstanding yor said suppl^{t} sheweth that the said Joseph did often times both by word of mouth & letters of his acknowledge the said debts & receipt of the said goods & of the said watch & clocke & promised satisfaction of all the premises to the full but when he understood that yor suppliant had so lost the said specialtyes afores^{d} then the said Joseph refused to performe his said promises or to make payment & satisfaction for the p^{r}mis and still refuseth so to doe Now forasmuch as yor suppliant hath no remedy by the strict rules of the Common Law but in equity he ought to be relieved in the premises He humbly prayeth yor worships releife therein according to equity and good Conscience and that the said Compl^{t} may be allowed not only the said principall debts comming in all to 195^{l} or thereabouts but for Dammage and Deteyning of the same all this while wch comes to 200^{l} more at the least, and yor suppliant prayeth that the said Joseph may be enjoyned immediately to answere the premises & to stand to yor wor^{pps} order & decree in the same And yor suppliant shall pray &c.

Robert Keayne of Boston in N E m; makes a le^r^ of Attorn unto John Tinker[1] of Windsore upon the river of Connecticott planter to receive of Willm Hubberd of Windsore 10^s^ of John Haynes Esqr 2^l^ 10^s^ Mr Robert Saltonstall 50^l^. Henry Browning 4^l^ 4^s^ 8^d^. Thomas Witherle 2^l^ 14^s^ 2^d^. Willm Quicke 4^l^ 7^s^ 10^d^ Mr Higginson 15^s^. David Anderson 6^l^ 6^s^. [1*s.*]

[190] An Affi^dt^ for Mr Keayne twice written. [1*s.*]

The orders of the last Cort for Boston p Mr Cogan. [2—0]

JOHN SCOBELL *of Boston Carpenter plt.*
JOHN HOLLAND *of Dorchester ferryman defend^t^*
in trespass on the Case.[2]

1. The Compl^t^ sheweth that whereas the defendant was to pay him 45^s^ 8^d^ for Carpentry worke done at the defendts house by agreement of both partyes and 8^l^ 19^s^ 8^d^ for sawing & squaring of timber & boards and the said last menc̃oned summes the Defend^t^ unjustly as his owne judge by order of a certaine attachment in his owne person attached and defaulted 3^l^ 18^s^ of the same money when he had tendred the said whole summe of six pounds five shillings and foure pence before witnesse saying he attached this money as due unto himselfe never sending the said attach^m^ to this Compl^t^ never warning him to any court nor giving him any Coppy of the said attachm^t^ and deteyned the same in his hands about two moneths, whereby the Plt was not only damnifyed butt the

[1] John Tinker, several times mentioned in the first few pages of the *Notebook*, was at this time at Windsor, but subsequently was of Boston, and afterwards of New London. The names which follow may be found in Savage, but nothing of consequence is known of them.

[2] There is no mention at all of this case in the *Colonial Record*. Holland's name may be seen there, in another case, however, of somewhat the same nature (vol. i. p. 152), — where he had to do with a different character from the meek Scobell. This last had not sufficient force of mind even to do anything which should have brought his name down to us (such as being born, marrying, dying, being chosen to oversee fences, and the like). Holland, on the contrary, was well known in Dorchester, — a merchant of good repute, says Savage, and usually honored in the *Town Record* by the title of Mr.

Magistrates and Justice of the Country dishonoured for wch the defend^t^ is lyable to a fine and also to satisfye the plt for his dammages aforesaid wch he alleageth to be ten shillings at the least by Arbitrement of certaine men indifferent and that after much trouble charge & expence of time wch the defend^t^ wrongfully put the plt to thereabout. [Wm Evans]

2. The Plaintiffe complaineth that when the said Arbitration was to be made he offered the defend^t^ to submit all things wch were owing by the plaintiffe unto the defend^t^ unto the said Arbitrators to end at once and further offered to pay and allow the said defend^t^ what was due unto him for any cause or thing whatsoever but the defend^t^ intending to circumvent the plt wth faire pretences alleaging the things due to him the said defend^t^ were for womens matters and that he would afterwards put those things to the arbitr^mt^ of any indifferent men persuaded the plt to let his demands only be arbitrated wch was done accordingly by the said arbitrators But afterwards the said defend^t^ hath unjustly quarrelled against the said arbitrement and demanded of the plaintiffe more than was his defendants due but refused to put his said demands to the arbitrement of any arbitrators contrary to his promise aforesaid. But afterwards and after the said wrongfull attachm^t^ upon the persuasion of some of the Church of Dorchester the said defend^t^ did condescend to submit his said demands to the arbitrement of the two Elders there and this Compl^t^ did also yeild thereunto. Notwithstanding the said defend^t^ after all that trouble to the said Elders & charges and trouble to the plaintiffe in coming from Boston to Dorchester about it twice brake of the said arbitremt because he could not persuade this Compl^t^ to dissolve the said first Arbitracon wch he knew not whether he might lawfully doe seeing both the said partyes were by writing under their hands bound in 20^li^ apeece to stand to the award of the said first Arbitrators. [Witnesses the Arbitrators. Mr Henry Witherington & Wm Ware.]

And in the Cort before the Magistrates & the Jury the defend^t^ alleaged that this Compl^t^ had wroaght wth him 25 weekes & brought his servant Edward Emans to witnesse the

same upon oath and according to that time demanded for dyet lodging washing & starching for this Compl^{t} & house roome for his goods. [The Cort booke. John Matthewes for begin time John Smith & Richard Evans for the end.]

for dyet from (9) 4 1639. for 6 weekes the plt wrought for meat drink lodging and 20^{d} a day. wch comes to 45^{s} 8^{d} afterwards till the 3^{d} day of the first mon: $\frac{16}{16}\frac{12}{10}$ the plt was to worke for the defend^{t} in the woods to saw & square timber & boards for halfe the sawing worke [191] or the value thereof and one weeke of this time he was dyetted by the defend^{t} but afterwards dyetted himselfe saving upon last dayes at night & upon the Lords Days during that time.

1. He alleaged & proved by oath in Court that the Compl^{t} had diet last dayes night & Lords dayes 13 or 14. whereas it was but 8 or 9 for the plt wrought wth him but 17 weekes in all so hereby the plt was overreckoned 5^{s} 10^{d}. [Wm Evans Agnes Evans Richard Evans.]

2. for washing & starching 8^{s} 6^{d} reckoning 4^{d} a weeke for 25 weekes wch was 2^{s} 8^{d} too much & besydes the plt lost a band worth 2^{s} wch is 4^{s} 8^{d} in all. [Wm Evans Agnes Evans]

3. the defendant demanded for lodging the plt the said first 5 weekes 3^{s} or thereabouts whereas he was not to pay anything for the same. [John Matthews Ric^{h} Evans.]

4. the defend^{t} demanded for lodging the plt wth his boyes the said last dayes nights & Lords dayes nights 2^{s} 6^{d} when his owne servant lodged upon the pl^{ts} bed at dorchester mill the other five dayes in the weeke wch at 1^{d} a night comes to 3^{s} so that for this the pl^{t} is to be allowed 5^{s}. [John Smith Wm Evans.]

5. the defend^{t} demanded for houseroome of 2 halfe hogsheads 2 chests & one smale box & a case of bottles 8^{s} 6^{d} wch yet were stowed over a Cowhouse wch the plt built & was not satisfied for till the time of the said attachment and the defend^{ts} wife & servant hurt some of the plt^{s} tooles yet for 14 weekes houseroome 5^{s} the plt willingly alloweth so that he may have forbearance of his hire of 45^{s} 8^{d} abovesaid. [Wm Evans & his wife Agnes.]

6. the defend^{t} demanded 6^{s} for three dayes worke of his in the woods wch the Comp^{lt} saith was cut off by the said first arbitrement and is another breach of the said arbitrement by the defend^{t}. [Arb: Rich Evans John Math: Wm Ware.]

Whereby the plt hath bin put to these losses

1. at the making of the first arbitrement 15^{s}. 2. lost for 2 dayes worke to demand the money on the arbitrement 4^{s} misreckoning & overreckoning 1^{l} 8^{s}. 18^{s} costs of suit losse of time 6^{s}. 2 dayes worke 4^{s} vizt 15^{s} so that the plt hath now no more than just 4^{s} 4^{d} for all his winters worke lost and all through the defend^{ts} fault. [6–0 r 3^{s}. r 2.]

IN THE COURT AT BOSTON 10. 1. 1640.

JOHN SCOBELL *of Boston Carpenter plt*
JOHN HOLLAND *of Dorchester ferryman def^{t}* } *in an accon of trespass on the case.*

The Pl^{ffe} complaineth that whereas the defend^{t} was indebted unto the plt about the 10th day of the 10th moneth 1639. in the summe of 45^{s} 8^{d} for carpentry worke done by the plt for the defend^{t} at his house in Dorchester at the rate of twenty pence a Day dyet and lodging by agreement betweene the said plt and defend^{t} and wheras afterwards the said plt was by like agreement betweene them to worke and did worke for the defend^{t} wth one of his servants in the woods in Dorchester bounds in sawing & squaring of timber & boards from about the said 10th day of the said 10th moneth till the 3^{d} day of the first moneth then following for halfe of the said sawing worke or the value thereof and to have meate and drinke of the defend^{t} for 5^{s} a weeke and the plt so had meate & drinke of the defend^{t} for one weeke from the said tenth day but afterwards by agreement also betweene them the said plt was to find and did find himselfe meate & drinke in the woods and whereas the said pl^{t} received some smale comforts of the defend^{t} as houseroome in an outhouse for a few goods last dayes at night suppers & Lords dayes dyet washing & starching lone of a boate & men to fetch the pl^{ts} goods by night and lodging the said last dayes & night &

Lords dayes & nights for wch ther was no agreement betweene them of any payment to be made by the pl^{t} for the same. [192] The said pl^{t} saith that he upon the said 3rd day of the first moneth upon just cause given by the defend^{t} & his servant left off worke in the woods for the deft and afterwards demanded of him satisfac̃on for the said worke according to the said agreement But the said defend^{t} refusing to let the said pl^{t} have halfe the said sawing worke for his labour aforesayd and going about to deceive the pl^{t} of his just recompence for his labour aforesaid alleaged that the plaintiffe was not to be his owne judge of the worth of his said labour nor should have his owne asking but required the same might be arbitrated betweene them by indifferent men whereto the pl^{t} willingly condescended but the said defend^{t} refused to attend the said arbitrement & delayed the pl^{t} & put to much trouble thereabout so that the pl^{t} was at length forced to sue the defend^{t} at the law & the pl^{t} wth his witnesses & the defend^{t} coming to Boston thereabout upon the 2 day of the 7th mo : 1640 the defend^{t} then & there promised the pl^{t} if that he would withdraw his said ac̃on & put the said matters in controversy betweene them for the said worke to the arbitrac̃on of indifferent men that the defend^{t} would also afterwards put all his demands touching the controversy aforesayd being as he said but womens matters to the arbitrement of men indifferent wthout suit and the said pl^{t} indeed saith that he trusting upon the said promise of the defend^{t} did withdraw the said ac̃on and thereupon the pl^{t} put the same matter of the worke in the woods to the arbitrement and they bound themselves each to other in a bond or assumpsit of 20^{l} a peece to stand to the arbitrement of indifferent men betweene them that is to say John Mathew Robert Streson Richard Evans and Willm Ware for and about all matters in controversy betweene them the said pl^{t} and defend^{t} touching the said sawing worke & timber wrought & squared in the woods & all things thereabout And the said Arbitrators thereupon awarded that the said defend^{t} should pay the said plt for the same 3^{l} 19^{s} 8^{d} out of wch the pl^{t} was to allow unto the defend^{t} for worke done for one [*blank*] Leeds 22^{s} 6^{d} whereof the plt was redy and did offer

the defend^{t} allowance And the plt saith the defend^{t} had notice of the said Arbitrement and being demanded by the Plt to fulfill the same he the defend^{t} pretended he would so do but did not performe the same contrary to his said bond or assumpsit of 20^{l} and deteyned the said 54^{s} 8^{d} nyne or ten moneths and contrary to his promise afores^{d} refused to put his said demands touching the said controversies to the arbitrement of indifferent men and under colour of an attachment wch he as his owne judge in his owne person executed deteyned the said plts right upon the said arbitrement being 2^{l}. 17^{s}. 2^{d}. two moneths or thereabouts never warning the plaintiffe to appeare at any Court nor giving him any coppy or reading of the said attach^{mt} to him And although the plt and defend^{t} afterwards submitted themselves touching the said defendts demands to the arbitrement of the two ruling Elders of the Church of Dorchester yet the said defend^{t} afterwards when the said Elders mett to consider thereof brake off the said arbitrement because the plt would not dissolve the said first arbitrement touching the said worke in the woods And thereupon the defend^{t} brought his accon for his said demands in the last Court at Boston whereof the plt had but one dayes cleare notice and then and there before the Magistrates & Jury in open Court taking the plt unprovided of his proofes did overreckon the plt and by and under proofes recovered against the plt above thirty shillings more than by any right or reason he was to pay unto the said defend^{t} besydes costs trouble charges and other dammages the plt received thereabout in all 26^{l} And thereupon he brings his suit. [5*s*. 10*d*., 4*s*. 8*d*., 3*s*. 0*d*., 5*s*. 0*d*., 3*s*. 6*d*., 6*s*. = 1^{l} 8*s*. 0*d*.]

The plts proofes.

1. That the defendant owed the plt 45^{s} 8^{d} for carpentry worke done about the 10th of December 1639 and payd him not for it till the last of September 1640. [Cort booke John Mathews Wm Evans Wm Ware.]

2. That the worke in the woods was to be done on such termes as is declared & began about the said tenth day of the said 10th moneth and ended the 3rd day of the first month following. [Richard Evans Willm Evans.]

8. for the meate & drinke at 5^{s} one weeke. [The defts note.]

4. That the plt had just cause to leave off working for the defend^{t}. [John Smith.]

[193] 5. That the defend^{t} refused to pay the pl^{t} for the worke in the woods without arbitrement and yet would not let it be arbitrated. [Willm Evans Richard Evans.]

6. To prove the promise about withdrawing the pl^{ts} accõn & putting the worke in the woods to arbitrement that thereupon the defend^{t} would put his demands to arbitrement. [The Arbitrators John Mathews Wm Ware.]

7. To prove the pl^{ts} withdrawing his accon & the bond or assumpst of 20^{l}. [Mr Nowell & the Arbitrat^{rs}.]

8. To prove the award to be as it is declared. [The Arbitrat^{rs}.]

9. That the defend^{t} had notice of the said award made. [The Arbitrat^{rs}.]

10. That the defend^{t} never payd the 2^{l} 17^{s} 2^{d} to the plt although demanded whereby the def^{t} hath forfeited to the said plt the said bond or assumpst of twenty pounds. [Wm Evans.]

Objection the defend^{t} attached it.

Answere the plt was never possessed of the money and therefore the award was never fulfilled by the defend^{t}. [Wm Evans.]

11. In executing that attachment the defend^{t} was his owne judge and therein committed a cryme to the dishonor of the Magistrates and Judges of the Country wch is an offence to be punished by the Magistrates. [Wm Evans Gill confest in Cort.]

12. The defend^{t} never read the said attachment nor gave a coppy of it to the pl^{t} nor warned him to any Cort thereupon. [Let the Def^{t} prove this if he can.]

13. That the defend^{t} refused to put his demands of the womens matters to arbitrement and quarrelled against the former just arbitrement. [Wm Evans.]

14. That afterwards the pl^{t} & defend^{t} submitted themselves touching the defend^{ts} demands to the arbitrement of the two Elders. [Mr Henry Witherington & Wm Ware.]

15. That after this notwithstanding the defend^{t} brake of the said arbitrem^{t} because the plt would not dissolve & undoe the said first arbitrem^{t} wch if he should have done the defend^{t} like enough would have taken advantage ag^{t} him thereupon for his 20^{l}. [Mr Witherington Wm Ware.]

16. That the defend^{t} brought his accon for the said demands for the womens matters in the Cort at Boston whereof the pl^{t} had but one dayes notice, for he heard the defend^{t} would bring it in Court upon the 3rd day & the Cort was the fift. [Willm Ware.]

17. for the defendts overreckoning the pl^{t} & under proofes made in Cort.

A Coppy of the Declaration to the defend^{t}. [1*s.*]

[194] In the Cort at Boston (10) 1. 1640.

Edward Griffith [1] *merch^{t} pl^{t}* } *in debt* 30^{l} 8^{s} 3$^{d.}$
Richard Callicott *defend^{t}* }

The pl^{t} saith that the defend^{t} &c. deteyned 8 yeares dam 20^{l}. [30^{l} 8 yeares deteyned. 1*s.*]

The peticon of John Hogg [2] brother of Roger Hogg. [1–6]

The peticon of John Palmer [3] *the younger of Boston Carpenter.*

Showeth that whereas yor peticoner married Mary Smith daughter of Christofer Smith of Rocksbury and upon the

[1] Edward Griffith must have been some Englishman or other who turned up at Boston for a short time.

[2] John Hogg is merely noted by Savage, who says, "Mass. 1639. Felt. Perhaps he was only transient." He does not mention Roger in any way.

[3] From the *Boston Town Record* it appears that a grant of land was made to John Palmer (where or when is not stated), and the same not being built upon, the Town declared itself free to take the land back again. This was March 21, 1636. In 1640, March 30, John Palmer the younger was admitted to be an inhabitant, provided that he could "gett an house or land to sett an house upon (it being not proper to allowe a man an Inhabitant Without habitation)." In 1641, Nov. 29th, there was a grant of land made to John Palmer, Sr., at Braintry for two heads. In the *Book of Possessions* the two Palmers, father and son, have houses on the north

marriage yor petičoners father John Palmer promised to bestowe upon yor petičoner for his portion the house & ground at Braintree to be made worth 40^{l} yet yor petičoners said father hath not performed his said promise and besides hath taken away from yor petičoner 10^{l} that was yor petičoners owne money gotten since his said marriage and deteyned 40^{s} wch he lent his said father and keepeth backe 40^{s} more wch is due to yor petičoner for his halfe of the new wharfe worke and moreover wch most of all greiveth yor petičoner his said father hath greivously abused yor petičoners wife wth ill words & mockings unfit for him to mention against his said father Yo^{r} petičoner humbly prayeth the speedy releife of this Court in the premises against his said father that the said house & ground may be presently assured to yor petičoner and the said moneys restored to him, &c. [2–6 & a note to Mr Hill.]

Walter Merry[1] makes a letter of Attorney to Captaine Rih: Morris to apprehend & send backe John Savery his serv^{t} (10) 2. 1640. [1s.]

Mr Valentine Hill of Boston merchant and Mr Thomas Mayhew[2] of Watertowne in N E gent bound to each other

side of Mill Street (now Summer). The father's house was some way down the road; the son's was near the corner (of Washington Street). Curiously enough, there are four Christopher Smiths in Savage, no one of whom can be the man here mentioned. There is noted a Christopher Smith of Hartford, thought to be son of one of the same name having a sister Mary who was married to one William Partridge. John Palmer is thought to have moved to Wethersfield before his death, and it may very well be that this Mary was his widow.

[1] Walter Merry was a shipwright, having his shipyard and wharf at the Point bearing his name, just to the north of Gallup's Point. John Savery I should be tempted to believe to be John Seberry mentioned later (p. 336) in connection with Walter Merry, were it not for the difference in condition. John Seberry is called in the *Boston Town Record* a seaman, which trade is not incompatible with a shipwright's journeyman.

[2] Thomas Mayhewe senior, most probably, who was this year (as well as in other years) representative from Watertown. Nicholas Davison was a Charlestown merchant, of whom much may be read in Wyman and in the *Suffolk Deeds*, as well as elsewhere. He was the agent of Matthew Cradock, and in other ways a prominent man. The other arbitrators were among the first merchants of the Colony, and we need not doubt that the case was decided on its merits.

in 300[l] to stand to the arbitrement of M[r] Will[m] Tyng Josiah Hewes M[r] Will[m] Pierce and Nicholas Davison so the arbitrement be made in writing and delivered to each party w[th]in the space of 9 dayes. [2*s*.]

Josiah Hewes of Roxbury in New England merchant makes a letter of Attorney to Capt R. Morris to receive & recover of Richard Turner of Providence planter the summe of 38[s] due 3 yeare (10) 2. 1640. [6*d*.]

Richard Wright of Braintree yeoman to be bound to M[r] Henry Symonds for the sum of 6[l] 10[s] 8 to be paid 25 March next dat' 29 Sept 1640 6[s] 6[d] in 6–17–2. [1*s*.]

And 6. 9. 4[d] to M[r] George Alcocke[1] of Roxbury to be 10. 2. 40. [6.]

[195] Henry Waltham against Thomas Richards[2] and Welthin his wife in Weymouth for the division of one dwelling house belonging to the mill in Weymouth. [1*s*.]

Thomas Symons[3] to M[r] Richard Parker a mortgage of his house and land at Braintree 10. 3. 1640 for 18 to be p[d] 4. 24 px. [1*s*.]

I John Pollard late of Belcham in the County of Essex husbandman doe hereby acknowledge that I have received of Bozoum Allen of Hingham in N E mercer nyne hundred weight of cheese in Caske w[ch] was sent over in the Parramor of London by M[r] Thomas Rodbard Cheesemonger of London to the said Bozoum Allen for a thousand-weight whereof I the said John Pollard doe hereby promise to discharge the said Boz. Allen against the said Thomas Rodbard of 12[l] 12[s] for the said Cheese & caske but I the said Bozoum Allen doe

[1] George Alcocke (see p. 148, *ante*) died Dec. 30, 1640, or thereabouts.

[2] Henry Waltham and Thomas Richards, it will be remembered, were partners in the mill at Weymouth; see pp. 178, *ante*, and 207, *post*.

[3] "The 24th of Feb., 1639, was granted to Thomas Simons, of Mount Woolystone, for 10 heads 40 Acres upon the Covenant of 3*s*. per acre" (*Boston Town Records*, i. 49).

hereby declare that I would not have willingly payd so much by twenty shillings for it because the said cheese was not sent according to Covenant. [1–6]

A peticon for George Allen[1] about the ferry at Weymouth. [1–]

Thomas Allen of Dorchester in N. A. gen Srieant Richard Callacott of the same and Ensigne John Holman[2] of the same bound to Edward Michaelson in M libris. Condicon to save him harmlesse of one judgment of 487^{l} 14^{s} 3^{d} recovered against him at the suit of Thomas Harwood & James Gammon merchants in an accon of the Case. [1–]

And a Counterbond of 2 M^{l} by the two obligees unto Ensign Holman dat' 10. 10. 1640. [1*s.*]

Know all men by these presents that I Robert Keayne of Boston in N E m doe hereby promise that if John Stratton gent shall deliver unto Mr Thomas Stegg or Mr Thomas Owen at Virginia goods and merchandize wch shall be of the value of 100^{l} when the said goods & merchandize come heere in New England and shall be heere delivered unto me or to my use that after I am satisfyed for my iust debt wch the sayd John Stratton oweth me and for such dammages in forbearance concerning the same as two indifferent men to be named by myselfe shall judge I will be accountable unto him for so much as the said goods & merchandize shall come unto above the said satisfaction 10. 11. 1640.

Knowe all men by these presents that I John Stratton of Salem in N E gen doe hereby promise unto Robert Keayne of Boston in N E merchant that if I can recover or receive in

[1] George Allen, of Weymouth, is noted in Savage. He is also mentioned later in the *Note-book* (p. 215).

[2] Ensign John Holman is the only one here who has not already been spoken of in the *Note-book*. He was, as well as the rest, a prominent Dorchester man, and his name occurs frequently in the *Colony* and *Town Records*. He was selectman in 1636, ensign in 1637, and died along towards 1652 with a very good estate.

Virginia or Maryland the debt wch Mr Thomas Morris oweth me and the debt wch my uncle Joseph Stratton oweth me or any of them that I will out of the same deliver into the hands of Mr Thomas Stegg or Mr Thomas Owen goods & commodities wch shall be of the value of 100^l^ of lawfull money of England when they come heere in New England to be there delivered upon the adventure & charge by the joynt procurement of myselfe and the said Thomas Stegg or Thomas Owen unto the said Robert Keayne at his now dwelling house in Boston to the end he may out of the same rayse & deduct so much money as shall satisfye him for his iust debt wch I owe him and for such dammages in forbearance concerning the same as two indifferent men to be chosen by the said Robert Keayne shall judge and be accountable unto me for the rest 10. 11. 1640.

[186] To the right wor^ll^ Sr Francis Wyatt Knight Governor & Captaine Generall of his Ma^tt^ Colony in Virginia and all other his Ma^ts^ Judges and Officers whomsoever it may concerne. I Thomas Dudley Esqr Governor of the Jurisdiccon of the Mattachusetts Bay in New England doe hereby certify that I have received this present Certificat[1] before written from John Endicott Esqr therein named and have at the request of John Stratton therein also named granted to exemplifie the same In testimony whereof I have caused the publicke seale of our Colony to be hereunto affixed the eleventh day of December Anno Dñi 1640.

In the name of God Amen I John Stratton in this present Letter of Attorney mentioned doe hereby make and declare my last will and Testament touching the suits & matters therein contained as followeth My Will is that if it please God that I depart this life before the said suits & matters are finished that my Attorneys in the said letter of Attorney named shall be my Executors joyntly or severally to sue for & recover the premises In testimony whereof I have here-

[1] The certificate spoken of must be that on p. 186.

unto sett my hand the day of the date of the said letter of Attorney 1640.

And I the said Governor doe hereby certify that the above-said John Stratton did in my presence publish and declare the said writing in the margin to be his last will & testament touching the premises wch I grant also to testifye under the said publicke seale even the day & yeare aforesaid.

Thomas Morris of the Province of Maryland in Virginia Chirurgion owes by bill dated 25 Aug. 1639 unto John Stratton merchant 33^l^ 14^s^ 2^d^ to be pd in tobacco ult' nov: 1639.

I John Stratton in the within written letter of Attorney named doe hereby in like manner authorize my said Attorneys therein mentioned joyntly or severally to demand receive & recover of & from Thomas Morris of the Province of Maryland in Virginia Chirurgion the summe of thirty three pounds fourteene shillings and two pence wch he oweth me by bill dated 25 Aug: 1639 & should have bin payd unto me in tobacco upon the last day of November 1639 as by the same bill appeareth & all costs & dammages concerning the same Witnesse my hand hereunto sett the day & yeare last within written.

[197] John Stratton of Salem in New England gent aged about 34 y. sworne saith that his mother Mrs Anne Stratton of Salem did depose and subscribe to a certaine writing of her testimony conc the writing hereunto annexed is the testimony of his mother Mrs Anne Stratton mentioned in the note of testimony under the hand of Isacke Allerton mariner wch is Certifyed unto the Governor of Virginia.

A note of charges for Mr STRATTONS *writings.*

The Certificats of testimonies written 2^s^ 6^d^ y peece . .	6	6
The letter of Attorney will Adition & Certificats . . .	2	6
The two reciprocall writings betweene Mr Keayne & Mr Stratton	1	6

The Coppie of Mr Strattons writing to Mr Keayne . .	1	0
The exemplication of Mr Morris his bill	1	0
The bills of Complaint	5	0
Two letters of Attorney by Mrs Stratton	1	6
Another affidavit concerning Mr Allertons testimony . .	17	6.

[Mr Keayne is to pay this bill.]

John Humfrey Esqr letts unto Zacheus Gould of Lynne y All those his two ffarmes one called the Plaines[1] and the other called the Ponds wth the appurtenances for 10 yeares from 29 of 7^{br} last 160^{l} the second yeare and after 200^{l} ꝑ an. to be paid in corne wheate & rye at 5^{s} ꝑ bs. barley at 4^{s} ꝑ bs. at Saggamore Hill Stocke 16 oxen 12 Cowes 6 heyfars 6 last y calves 2 bulls 4 sowes & 2 boares 2 mares and 2 horses. Buildings & necessary fencings to be made by the Lessee & to be allowed out of the rent. The stocke to be inventoryed and the like in kind to be redd at the end. [1–6]

Nehemiah Bourne makes a letter of Attorney unto Captaine Thomas Willoughby of Virginia to recover 100^{l} & dammages &c ꝑ protest. [1–0]

A Certificat. [1–0]

Samuell Peirce of London merchant by vertue of a letter of Attorney from Thomas Southey of London merchant dated March 12. 1637 13 Car. releases Robert Sedgwicke of Charlestowne in N. E. merchant pnt &c. [3*s*.]

Thomas Owen of Boston in New England merchant makes a bill of sale of 15 Indian cloathes unto Samuel Hutchinson and Thomas Savage for security of payment of 113^{l} by the 15th of March next And a bond of 200^{l} to save them harmlesse for the not payment of 113^{l} wch he received of them upon the 21th day of March last past and should have ben payd to Mr John Pococke of London Wollendraper.

[1] For a lease of the farm called the "Plains" by John Humfrey to Zaccheus Gould, see p. 147, *ante*.

A bond by Nathaniel Bisco[1] of Waterton and Mr Owen in 300l to save Mr Hutchinson and Mr Savage harmlesse &c. [2–6]

[198] Thomas Dudley Esqr Governor of the Jurisdiction of the Mattachusetts bay in New England to all his Mats Judges & Justices whomsoever it may concerne greeting Knowe yee that I have bin informed by writing under the hand of Mr Increase Nowell one of the Assistants and Secretary of this Jurisdiction who was appointed one of the Commissioners about the estate of Mr Natha: Eaton[2] that they the said Commissioners did onely deliver to Mr John Cogan but one Cowe wch they left wth him & for wch hee is to be accountable and that other of the said estate he hath not any toward the 100l delivered by him to the said Nath Eaton that the said Increase Nowell knoweth or hath heard of. In testimony whereof I have caused the publicke seale of our Colony to be hereunto affixed even the nyneteenth day of December in the sixteenth yeare of the Raigne of our Soveraigne Lord King Charles &c Annoqr Dñi 1640. [1–]

The Answere[3] *of* JOHN COGAN *of Boston in N E merchant defendt to the bill of Complaint of* RICHARD FOXWILL *Complainant*

All advantages of exemption to the incertainties & insufficiencies of the said bill of Complt to this defendt now & at all times hereafter saved this defendant for his answere saith that whereas the Complt alleageth in his said bill of Complaint

[1] Nathaniel Bisco [or Brisco] was a rich tanner of Watertown, selectman later in life, and father of the student of the same name who got into trouble with Nathaniel Eaton.

[2] Nathaniel Eaton was not dead, as might from this be supposed, but, on the contrary, was living in Virginia in a manner very horrible to his New England acquaintances, already described in these pages. The other commissioners appointed by the Court to settle the affairs of Eaton were William Jennison and John Bridge. See *Mass. Col. Rec.*, i. 277.

[3] This may have some reference to the business in which the same names appear in the *Note-book*, p. 159. Thomas Gorges was nephew of Sir Ferdinando Gorges, and was in New England, at York, from 1640 to 1643.

that he was forced to enter into the bill obligatory mentioned in the said bill of complaint this defend^{t} saith that he did not in any unjust manner force the said Comp^{lt} to enter into the said bill obligatory but fairely required him to performe his former ingagement to this defend^{t} for the same under his the Comp^{lts} owne hand writing to this defend^{t} made & delivered the sixt day of January Anno Dñi 1632 as by the same appeareth And whereas the said Comp^{lt} in his said bill of Compl^{t} saith that the said goods & commodities by him received of this defend^{t} whereupon the debt in the said bill obligatory grew were unserviceable & not useful in the Country and lay long on his hands this defend^{t} saith that the most of them were knives & some other things there were amongst them wch this defend^{t} thought by advise to be best for the Country and about those times this defend^{t} hath bin informed that two or three knives would have traded for a beaver skinne and this defend^{t} saith that the said goods being sent in November 1629 this defend^{t} comming himselfe about two or three yeares after that into the Country would willingly have received the said goods again if the said Comp^{lt} had not traded them away and for anything I know for two or three hundred weight of bever And therefore this defend^{t} saith that he hopeth it standeth wth equity & good Conscience that he should have and recover from the said Comp^{lt} not only the iust debt in the said bill obligatory specifyed but all his dammages [199] lost by the not payment and deteyning of the same wch comes to 15 pounds above the said debt All wch matters this defend^{t} humbly offereth unto the wor^{ll} Thomas Gorge Esqr and the rest of the wor^{ll} Commissioners for the Province of Mayne and all & every Competant Judge Chancellor & officer therein the Court of Chancery there established to aver & prove as the said Court shall award and prayeth to be thence dismissed wth his reasonable costs & charges in this behalfe susteyned. [2–0 Letter — 6]

IN THE COURT AT BOSTON.

JOHN COGAN *merchant Plt.*
THOMAS SYMONDS, NATHANIEL WOODWARD,
JOHN BIGGS, WILL^M^ TALLMAGE, *Defend^ts^* } *in an action of trespasse upon the case.*

The said John Cogan complaineth against the said defend^ts^ for that whereas heretofore he did reteyne the said Thomas Symonds to doe a parcell of Carpentry worke for the said plt to be adioyned unto his dwelling house[1] in Boston aforesaid for 80^li^ and the said Thomas Symonds made the low buildings adioyning to the said dwelling house as now they are being not so much in worke as by the first agreement and bargain he was to performe vizt a [*illegible*] next the garden there and therefore the said Comp^lt^ being not willing to pay the said Thomas Symonds the said whole summe of 80^li^ for the said low buildings there grew a difference betweene him and the said Thomas Symonds about the worth of the Carpentry worke of the said low buildings whereupon the said plt and the said Thomas Symonds agreed and did submit themselves touching the same to the arbitrement of the said Nathaniell Woodward John Biggs & Willm Tallmage and bound themselves each to other in one hundred pounds to stand to their award in the premises wch the said p^lt^ was the more willing to doe because a sufficient and skillfull carpenter had viewed the said carpentry worke and valued the worth of it at but forty six pounds hoping therefore that the said p^lt^ should have had some good abatement of the said 80^li^ allowed him by the said Arbitrators But the said plt saith that the said Matter being so referred to the arbitrement of the said Arbitrators as aforesaid they

[1] John Cogan's house and shop was next to Mr. John Wilson's land, on the corner of State Street and Washington Street. Nathaniel Woodward here mentioned may be the surveyor and mathematician of that name (*Mass. Col. Rec.*, i. 323, 333), but was more probably his son, of whom little enough is to be found out. John Biggs was one of the early settlers of Boston, having lived in the town since 1630, with some little time spent at Ipswich. He was disarmed with the rest in 1637. Besides living at Ipswich, he spent a few years at Dorchester, and also at Exeter; but was a member of the Artillery Company in Boston in 1641.

the said defend[ts] all of them unlawfully conspired together to defraud the said pl[t] and to draw from him for the said worke a greater summe of money than the same was truly worth and thereupon by Conspiracy as aforesaid the said Nathaniell Woodward John Biggs and Will[m] Talmage awarded that the said pl[t] should pay unto the said Thomas Symonds for the said Carpentry worke [200] the summe of 140[l] and thereupon the said Thomas Symonds seeing the same was unjust abated 20[l] and the sayd pl[t] payd him the rest being 120[l] w[ch] he was obliged to pay as aforesaid although the said worke was not neare worth so much as the said 120[l] As by certificate under the hands of other indifferent Carpenters by appointment of Authority certified it appeareth to the dammage of the plt 50[l] and thereupon he brings his suit.

A letter of Attorney to myselfe to follow this suit [0 — 4*d.*]

IN THE COURT AT BOSTON.

JOHN COGAN *of Boston merchant pl[t]*
MATHEW ALLEN[1] *of Hertford upon Con: gen def[t]* } *in t[re] upon y[e] case.*

The said John Cogan complayneth against the defend[t] that whereas the said pl[t] is and ever hath lived from his nativity hitherunto a man of good name & fame and a faithfull subject to his Ma[tie] and gaineth living for himselfe & his family by trading & merchandizing all w[ch] is & was well knowne to the said defend[t] he the said defend[t] in malice & evill will against the said pl[t] going about utterly to destroy & take away his the said pl[ts] good name and fame and consequently the meanes & livelihood of the said pl[t] & his family having conference in England this last summer wth certaine merchants viz[t] M[r] Thomas Harwood & James Gamon wth whome the plaintiffe hath formerly had & now hath dealings wth concerning the

[1] Matthew Allyn had been of Cambridge, was representative in the General Court in March, 1636, after which he moved to Connecticut, where he was held in high estimation, being representative and afterwards assistant from 1648 to 1667, and twice commissioner for the United Colonies. He appears in the *Note-book* later (p. 226) in as disagreeable a connection as the present.

said pl^{t} did utter and spake out then of the said pl^{t} these false & scandalous words vizt Mr Cogan is a troublesome man and that he the said defend^{t} would not deale wth him meaning the said pl^{t} for halfe the cattell meaning the cattell then in question being worth above 500^{l} and further that the said pl^{t} was so troublesome that every Court in New England he was sued or did sue or words to that effect And that afterwards in this Country even in time of the last generall Cort before divers of the Magistrates & other the Kings subjects the said Mathew Allen falsely & maliciously again iterated uttered and spake the said false & scandalous words or to that effect And whereas afterwards the said plt offered the said defend^{t} that if he would publiquely give him the said pl^{t} satisfaction by acknowledging the said defend^{t} spake the said false & scandalous words in passion and not upon due consideration then the said pl^{t} would passe by & remit the same the sayd defend^{t} persisting in his said malice affirmed that he spake nothing but the truth & upon consideration [201] so that the pl^{t} is thereby greatly hurt and damnifyed in his good name & estate and that both wth his M^{ties} subjects in England and also in this Colony to the Plt^{s} dammage 500^{l} &c. [1— Rec of Mr Cogan towards these last writings comming to 9^{s}, 5^{s} in money the rest to be p^{d} in comodities.]

A letter of Attorney for Mr Atherton Haugh of Boston in new E. g against Mr Nath Eaton for 8^{l} 10^{s} to Mr Thomas Owen[1]. and an affidavit 4 Sept 1639 Censure. about 4 or 5 weekes b 10^{l} delivered to Mr Eaton before hand. [1—6]

Ric^{um} Parker bound to Philip Gibb to the use of Thomas Harwood & James Gammon merchants for 154^{l} — 3^{s} — 10^{d} ob to be payd in Boston 11 Junii px dat' 11 Sept ult. double. [—6]

John Cogan bound to Philip Gibb &c in 196^{l} 19^{s} 2^{d}. [—6]

[1] Mr. Thomas Owen was at this time either in Virginia or about to travel there, as may be remembered by those who have read all about the John Stratton business above.

[1] Samuel Haugh of Boston in New England aged about 19 yeares sonne and heire apparent of Atherton Haugh [2] of Boston aforesaid gent sworne saith upon his oath that his said ffather having heretofore placed him this deponent a scholler to be taught by his late master Mr Nathaniell Eaton at Cambridge in New England and to be boarded in house wth him for the reward of sixteene pounds by the yeare unto the said Natha: Eaton to be payd quarterly by equall portions before hand that upon or about the last day of July Anno Dñi one thousand six hundred thirty and nyne this deponents said father upon the said Nathaniell Eatons letter hereunto annexed to his said father directed & delivered unto the said Nathaniell Eaton not only one quarters payment being foure pounds as he himselfe told this deponent but sent him six pounds more by the hands of this deponent delivered unto the said Nathaniell Eaton so that he had in all upon the said letter ten pounds and this depon^t^ saith that after that he abode as a scholler & boarder wth his said master Nathaniell Eaton about foure weekes being so much time as came to the summe of about nyne and twenty not fully thirty shillings to be allowed to the said Nathaniell Eaton for the same so that he oweth unto this deponents said father the full summe of eight pounds and ten shillings at the least, the remainder of the said ten pounds.

[3] Memorandum it is agreed betweene the parties within written that if the Indian cloathes within mentioned come to be sold by the within-mentioned Samuel Hutchinson and Thomas Savage their executors adm^rs^ or assignes for satisfac-

[1] Those who feel an interest in comparing the early administration of Harvard College with the more recent will find it worth while to compare here Savage's note to Winthrop (vol. i. p. 310).

[2] Atherton Hough, the father of Samuel, was, before he came to New England, mayor of Boston in Lincolnshire. He left that town, however, in 1633, on the example of the Rev. John Cotton, and arrived at Boston on board the "Griffin," of three hundred tons, Sept. 4, 1633, in company with Mr. Cotton, Mr. Hooker, Mr. Pierce, and Mr. Haynes. He was a man of great consideration in the town, being chosen assistant in 1635, and many times deputy to the General Court. He died in 1650.

[3] See *ante*, p. 197.

tion of the moneys within mentioned they and every of them shall take the advise of Captaine Ed G in the s[d] sale & the surplusage of the moneys arising for the same cloathes sold beyond the within-mentioned summe of 113[l] and the just dammages for the same shall belong and be payd unto the within mentioned Thomas Owen his executors administrators or ássignes.

[202] Joseph Armitage[1] bound to John Pollord to pay 7[l] 11[s] 4[d] 12. 12. 1640 in money or beaver merchantable. [6*d.*]

M[r] Thomas Owen makes a Letter of Attorney to Captaine Edward Gibones to receive &c. all moneys due to him or to be due from any person or persons whatsoever. [1*s.*]

John Chandler[2] of Boston shoomaker placeth John Chandler his sonne Apprentice unto Will[m] Webb of Roxberry baker his executors adm[rs] and assignes for seven yeares from the 29th of September last for to be instructed in the trade of the Baker and to have meate drink & clothes washing & wringing and in the end of the terme double apparell & 20[s] in money, before myself. [1–6]

M[r] Thomas Owen of Boston merchant & M[r] John Cogan of Boston merchant } doe hire of Joseph Grafton[3] of Salem in New England marriner his Catch called the Endevor of Salem for a voyage from New England to Virginia wth three men a pilott and a boy wth tackling well furnisht to touch at such ports & places by the way as they shall direct and in Virginia attend upon their occasions till they

[1] Joseph Armitage, of Lynn, kept the first inn in the town, says Savage, though he was a tailor.

[2] John Chandler was allowed a townsman of Boston May 31, 1647. Besides this mention of him there is nothing to be found either of him or of his father, though several of the same name may be found in Savage.

Joseph Grafton, of Salem, was a busy merchant and sailor, and mention of him as well as of his ketches may be found in Winthrop (vol. i. p. 217, and vol. ii. p. 332). Cotton Mather relates in his *Wonderful Deliverances* the story of the escape of Joseph Grafton in his ketch the "Providence." In regard to the "Endeavor," see p. 294, *post*.

can provide a ffreight backe provided it be before Aprill next. And his pay to be 40^{l} ꝑ moneth to begin from the seventeenth day of December instant to be continued till his vessell returne & be discharged of her freight. [3–]

Robert Braddish[1] of Cambridge places Hannah his daughter apprentice unto Thomas Hawkins for 4 yeares from this till the end of 4 yeares from 25 March next. or to Hannah his wife meat drinke & cloathes & double apparell in the end. [1*s.*]

Richard Sanford[2] of Boston in N E planter doth place his sonne John Sanford apprentice to Joseph Armitage of Lynne tayler for 6 yeares from this day 14. 11. 1640. Dyet & cloathing and at the end of the terme double apparell & 5^{l} provided that the youth be not turned over wthout the consent of his said father his executors or ass^{s}. [1–6]

Bayen. Noughcha. John Saggamore of Merrimacke 28. 11. 1640.

Articles of agreem^{t} betweene Captaine Sedgwicke & Mr Offley for 50 h.gs. merchantable been vinegar for 35^{s} a h & 3^{d} p^{t} of the caske. to be redy 6. 1. 1641. dat' 11. 28. 1640. [r 1*s.* 6*d.* Mr Offley owes 6*d.* or 9*d.* for the Capt gave me 3*d.*]

Mrs Richards owes me for a petiĉon. [2. 6.]

Joseph Armitage of Lynne Inholder bound to Henry Symons merch^{t} in 33^{l} 19^{s} 5^{d} to be payd 25. 1. px dat' 29. 7. 1640. [6.]

[3]Thomas Joy hath an account against Mr Robert Keayne for Doing the Carpentry worke of a Barne at Mr Keaynes

[1] Robert Bradish. Hannah was daughter of Robert Bradish by Mary his first wife, who died September, 1638. The Thomas Hawkins here mentioned was most probably the baker (to be distinguished from the merchant of the same name) who kept an inn in his latter days, says Savage.

[2] "Richard Sanford, Boston, 1640, laborer . . . had possibly sons John and Robert" (*Savage*).

[3] See p. 162, *ante*.

house at Rumney Marsh & for setting up & finishing the same being of 72 foot in length & 26 foot wide & 10 foot high wth 2 porches each of 13 foot wide one way & 12 another for wch the said Tho: J alleageth he ought to be payd so much as the Carpentry worke thereof is worth and he saith that the said worke comes unto in value as followeth in particulares vizt the framing of the said barne 30^l^ the sawing of thereof 17^l^. The felling [203] crosse cutting & squaring of the timber 15^l^ and more the rearing up of the barne by him & his servants 7^l^ the clapboarding of the barne 11^l^ 5^s^ for boards 4^l^ 16^s^ for laying of 600 of boards over the porches 18^s^ for making of 4 payre of great doores & hanging of them 2^l^ for making of two paire of stayres 6^s^ for making of 4 little doors 6^s^ for laying the barne floare wth plancks 600 1^l^ 10^s^ for putting on gutters upon the barne 1^l^ 10^s^ for ferryage of him and his servants 2. 10^s^ for losse of time in going and comming 4^l^ wch commes in all to 98^l^ 1^s^ [30. 15. 15. 7 11–5 4–16 –18 2–0 –6 –6 1–10 1–10 2–10 4–0 86–1.]

Mr Thomas Joy this day gave me his fowling peece upon condic̃on that I should hereafter write it out for him if he had occasion, my wife being present. Formerly I writt for him a paire of Indentures betweene him and Mr Bellingham 3^s^ 4^d^ Another writing when he was sicke about Mr Keaynes account of Wares delivered him 1^s^ 6^d^ and lastly this acc̃on drawne. 1^s^ 6^d^ 12. 14. 1640.

Write to Mr Comfort Starre at Duxbury for a quarter of a pynt of henbane seed and a quarter of a pound of hemlock seede for G. &c.

To the right wor^ll^ the Governor Councill & Assistants

The humble petic̃on of JAMES PEMBERTON PRUDENCE WILKINSON *widdowe* LEWIS LULETT GEORGE FELT GEORGE KNOWE JOHN GREENLAND *and* THOMAS WHITTIMORE.

The petic̃oners shewe that whereas they having bin heretofore inhabitants in Charlestowne and could not there have

accommodation to live comfortably they were forced to crave leave of the Cort to build and plant upon Mysticke syde wch they did by the leave of the Court afores^{d} and have expended a great parte of their estates therein, Some of the Towne endeavoring to straighten the petičoners and to hinder others from comming to them as they say have procured divers orders to be made in the Towne meeting wch to the petičoners are very prejudiciall and they thinke unreasonable vizt that any of the petičoners shall pay for every swine taken in the marsh 2^{s} 6^{d} a tyme besides the dammage, whereas the orders for the towne are but to yoake & ring the swine or els to pay double dammage. 2^{ly} whereas yor peticoners cannot live to pay rates to Towne & Country except they have some convenient common allotted them to keepe some cattell about them, their said opponents have procured a towne order to be made for the making of a common fence a great way from yor petičoners houses wch will not keepe out swine and yet would have the petičoners contribute and afford wood to the said common fence wch yet tends to their undoing, whereas the fence is made for the present only to defend the Townesmens medow ground wch the petičoners were willing to joyne wth them so they would only have fenced in the medow and left the petičoners convenient common. These things yor petičoners humbly desire the Court in their wisdome to consider and to order that they may have a convenient common allowed them and may have equall remedie in their said greivances And they shall as their duty bindes them pray for yor wor^{pps}. [2—6]

To the right wor^{ll} the Governor Councill & Assistants.

The Answere and humble petičon of JOHN ASKEW *of Cambridge to the suit of* EDWARD WINSLOW[1] *of Salisbury complayn^{t}*

This defendant saith that whereas the Complainant demandeth of him this def^{t} 15^{li} wch he passed his word for in the

[1] Edward Winslow was at this time commissioner to decide small cases at Salisbury. He was afterwards representative from that place. Savage thinks the name must have been Wensley, but I can hardly believe him right.

behalfe of one John Upton, the case standeth thus, this defend^{t} was heretofore reteyned by one Thomas Bendight of Yarmouth in the County of Nor^{f} to serve him 4 yeares, who not over into New E himselfe made a letter of Attorney to the Comp^{lt} giving him power to imploy this defend^{t} in the said Compl^{ts} owne service, Whereupon this defend^{t} did serve the said compl^{t} three quarters of a yeare in wch time this defend^{t} did earne as much money for the said compl^{t} as payd for this def^{ts} passage, Afterwards this def^{t} desired that he might buy his time and not be sould to any other as the said Comp^{lt} had done most of his other servants, the said Compl^{t} therefore demanded of this defend^{t} 25^{l} for the remainder of his said time being 3 yeares and a quarter wch this def^{t} was then willing the times being then quicke & money plentifull to give him rather than to be so sould, wch 25^{l} the said defend^{t} hath since payd the pl^{t} in money howbeit this defend^{t} humbly conceiveth it was more than in equity the Comp^{lt} could demand of him and was [204] 10^{l} more than he sould any of his other servants for yet so it might please yor wor^{pps} that the said Compl^{t} having made this defend^{t} price of 25^{l} for his time as aforesaid took a moneths time to consider of the bargain before he would consider it in wch time the said John Upton another servant of the Comp^{lts} likewise desired to buy his time wch was valued by the Compl^{t} at 15^{l} And when the said moneth was expired the said pl^{t} would not take the said 25^{l} of this defend^{t} unlesse he would passe his word for 15^{l} for the said John Upton wch to purchase his liberty this deft yeilded to doe Now this defendt sheweth that he having payd the Compl^{t} 15^{l} the last summer and 10^{l} the yeare before the same hath caused yor peticoner to run into divers debts and yet now the said Compl^{t} demands the said 15^{l} of yor peticoner for the said John Upton wch this peticoner is no way able to pay being much indebted and wch in equity he alleageth he is not bound to pay Yo^{r} peticoner humbly prayeth yor wor^{pps} in tender consideracon of the premises to sett down an order for the discharge of yor peticoner concerning the said 15^{l} and this peticoner leaveth it to yor grave consideration whether you will please to order the said Comp^{lt} to pay this peticoner backe any parte of the said 25^{l}

And this petic̃oner humbly prayeth that the said plt may be injoyned to stand to the order of this Cort in the premises as this defend^{t} humbly submitteth himself also to the award & iudgment of the Court & he shall as he is in duty bound pray for yor wor^{pe}

To the right wor^{ll} the Gov^{nor} Council & Ass^{ts}

The Answere petic̃on and account of BARNABAS DAVIS *of Charles Towne to the demands of* Mr JOHN WOODCOCKE.

Barnabas Davis[1] sheweth that about 2 yeares before the Pequid warre he was reteyned by Mr Willm Woodcocke to come over into New England to looke to his affaires heere that he landed at Boston and after that wthin ten dayes went on foot to Connecticott where Francis Stiles was to build a house for Mr Woodcocke & impale him 400 acres of ground that this was in the beginning of the plantation there whereby this Accountant indured much hardship When this accountant come there the said Stiles was gone for England having before

[1] Of Barnabas Davis, whose suit against John Woodcocke occupies many pages in the *Note-book*, nothing seems to be known except that he came in the "Blessing" in 1636 to Charlestown, and that he afterwards was a tallow-chandler by trade. Of the Woodcockes nothing can be found in New England,—naturally enough, as it does not directly appear that they were ever there. There was a John Woodcocke of Springfield in 1638, but I do not believe him to be the one here mentioned. Francis Stiles and Edward Holyoke (or Hollioke here spelled) are, however, easily identified, and much of their history is known. Stiles came to Connecticut very early, was at Windsor in 1636, and afterwards lived perhaps at Saybrook for some time, but died at Windsor in 1653 or thereabouts. He was engaged in Connecticut, among other things in work about the estate of Sir Richard Saltonstall with Robert Saltonstall, the younger son of Sir Richard. His management could not have been very efficient, for he involved the Saltonstalls in much financial inconvenience. Edward Holyoke owned land in many towns, but lived chiefly at Rumney Marsh. He was frequently representative to the General Court, — often, Savage thinks, from towns where he only held property. His family lived in Springfield afterwards; and from the fact that John Woodcocke is noted in Springfield in 1638, I should not think it improbable that Holyoke lived there for a time. He died in 1660.

The whole case admits of very little illustration. The best thing for the reader to do (if he be in any way interested), is to refer to an opinion delivered by Lechford which may be found in the *Note-book*, p. 216.

built himself a sufficient house at Connecticott Then by Mr Hookers advise this Accountant returned into England againe wth letters from Mr Hooker both to my Lord Say & to Mr Woodcocke of the estate of Mr Woodcockes affairs to the intent Stiles might be dealt withall in England that this accountant as soone as he could get shipping tooke his voyage backe into England wth Mr Bable and landed at Portsmouth and thence he rode to London and delivered his letters Whereupon Francis Styles was againe dealt wth to goe on with Mr Woodcockes plantation there and sold him his said house bearing him in hand that the Towne would accommodate Mr Woodcocke wth 400 acres of land thereunto The said Styles wthin a moneth after came away againe for N E and Mr Woodcocke reteyned this accountant still to goe in the next ship after him to see the said Styles to performe the worke and this accountant was but to goe from London to his wife at Teuxbury and to returne againe to London to take shipping wch this accountant did and came into New England the second time and landed at Boston in the yeare of the Pequid warres and wthin ten dayes after went in a pinnace to Connecticott to follow Mr Woodcockes businesse and delivered my Lord Says letter and Mr Woodcockes letter to Mr Hooker who was pleased to goe wth this accountant from Mr Hookers house to the sayd Styles house being 6 myles about treaty wth the said Styles when it was dangerous travelling in regard of the Pequids that Mr Warham and divers others wth Mr Hooker treating the cause determined that Styles had dealt ill wth Mr Woodcocke in not procuring the 400 acres of land to be layd to the said house & impaling it as he undertooke whereupon this accountant was by Mr Hookers direccon to returne wth his letters thereof into England againe to certify my Lord Say and Mr Woodcocke of Styles miscarriage of the businesse but in the meane while before this Accountant could get shipping he was taken a Souldier against the Pequids and before he could thence returne & get shipping in the sea neare upon a yeare was spent from his last landing That he returned wth Mr Cutter at the time Mr Vane returned landed at Deale and thence went to London on foote and delivered the letters to

Mr Woodcocke & a letter to my Lord Say [205] That this accountant was afterwards reteyned by the said Mr Woodcocke to ride from Teuxbury to London nine or ten times and from London into Essex about twelve times and from London to Dunstable & from London to Bristoll and after to and fro upon his occasions and did reteyne this accountant from his last landing in his service in England neare a yeare & three quarters. That the said accountant purposing at his first voyage aforesaid to come for New E wth his wife and family as a planter he brought up his wife & children & goods to London to that purpose but Mr Woodcocke prevayled wth his wife to stay in England to the end this accountant might serve him only in this busines aforesaid and that this accountant should in the meane time leave his goods as bedding brasse & pewter to the value of 20^l^ wth Mr Woodcocke to keepe till his businesse was settled & then this accountant to fetch his wife & family & live upon Mr Woodcockes plantation to improve the same for him. That Mr Woodcocke made use of this accountants goods and wore out a brasse kettle & pott to holes so that the said goods were 5^l^ the worse. That the said Mr Woodcocke never yet gave this accountant any recompense for his sayd travell & paynes but as in the account annexed is specifyed and afterwards the said Mr Woodcocke deceased Whereupon Mr John Woodcocke brother of the said deceased intreated Mr Robert Bridges of Anster to send for this accountant to Teuxbury to treat wth him about Mr Willm Woodcockes estate in N E. & thereupon come to Anster and informed Mr Bridges of the said estate and this accoun^ts^ expences & his acts & paines thereabouts that the said Mr Bridges might thereof certify the said John Woodcocke he did alsc reteyne this accountant to come over againe into New England about the said estate and to recover the same against the said Stiles for wch this accountant was to have 20^l^. That he landed here at Boston in June 1639 and thereupon went to Connec^t^ and there did recover of the said Styles a judgment of 300^l^ wch lyes in Mr Hopkins hand in Connecticott and tooke into his custody the cattell and sold them by advise of Mr Hollioke & Mr Bridges of Lynne for wch cattell this

accountant received 150l and since that time he hath bought as many cattell as came to 110l. That this accountant is now reteyned & still intangled wth this imployment & estate & cannot be lawfully discharged thereof whereby he hath lost divers advantages for himself having yet no land to plant of his owne for himselfe & his wife & 4 children & family whereby he is damnifyed at least 50l Therefore he requireth allowance of his said accounts recompense of his dammages aforesaid & a sufficient discharge from Mrs Washburne Administratrix of the goods & chattells of the said Willm Woodcocke and from the said John Woodcocke both for himselfe & Mr Hopkins who is interest in this matter only by this accountants meanes & procurement.

The account about the cattell.

Imprimis I received for the cattell as aforesaid about August 1639	150l		
Itm I then presently bought ten head of young cattell of Mr Luxford for	105l		
Itm I payd to Captaine Sedgwicke in parting the cattell	001l		
Itm for summering the said cattell to James Luxford, as I verily believe	005l		
Itm for wintering them to Mr Winthrop & looking unto them	15l		
Itm for blooding & drenching them to James Luxford	0	6	8
Itm payd for keeping twenty sheepe of Mr Willm Woodcockes to James Luxford	10	0	0
Itm charges of suits against Lawthrop & his wife for a debt of Mr Willm Woodcockes	0	7	6
Itm payd to one Mr Gridley for a debt of Mr Willm Woodcocke	1	10	0
	138	04	2

	150l		
	138	04	2
	11	15	10

So resteth in my hand upon this account	11	15	10
Itm I exchanged the sayd young cattell in Aprill last in this manner 8 of them for 4 oxen and a cart valued at	100l		
Itm the other two beasts I exchanged for two other valued at	30l		
[206] Itm earned wth these oxen by plowing & carting 20 dayes	11l	0	0
Itm for carrying wood & timber for myselfe & others wth them 27 loads	4	1	0
Itm for carrying five loads of hay for 2 neighbors . .	1	6	6
Itm for carrying 8 loads of corne	2	0	0
	145	3	6

To be deducted about the oxen & cart.

Imprimis for the Country rates upon the oxen . . .	1	10	
Itm for summering the said oxen and to the keepers .	2	0	
It^m^ they cost in wintering allready	12	0	
It^m^ two bushells of corne they have eaten		8	
It^m^ 32 bushells of corne wch they did dammage into Cambridge mens corne	6	8	0
It^m^ for 2 men and a boy to goe wth the oxen the said 20 dayes at 2^s^ a day for the men a peece and 8^d^ a day for the boy	4	13	4
It^m^ for a man & a boy to goe wth the oxen at the rate of 2^s^ a day for the value of 16 dayes about the wood & timber	1	12	0
It^m^ for a man & a boy to goe wth the oxen at the rate of 2^s^ 8^d^ a day for 4 dayes about the corne . . .		10	8
It^m^ for a man & a boy to goe wth the oxen at the rate of			
It^m^ for expences about this account in attendance heere at this Court and what els it may cost me if I should be put to prove every particulare wch I hope I can doe. As the Court shall assesse.			

[3*s.* 4*d.* A bushell of rye or wheat or malt.]

Richard Chadwell[1] sheweth that he was absent this day when verdict was given against him not out of any contempt

[1] Richard Chadwell and Thomas his brother are both noted by Savage, — with no hint, however, as to their relationship. John Sampson is not even noticed. This paragraph will seem clearer when compared with another (*post*, p. 220), wherein Richard Chadwell brings suit against John Sampson and Harry Bennet, a house carpenter.

of the Court but by being deteyned at the other side of the water at Charlestowne whether he went to lodge. And whereas there is 20^{l} allowed against him in the verdict for not teaching John Sampson the trade of a shipwright This petičoner alleageth that he hath endeavored both by himselfe and his brother Thomas Chadwell to instruct the said Sampson in that trade both at home & abroad wch the petičoner could have made proofe of if that point had bin insisted upon to this petičoners understanding before the Jury went together Touching the not moving of the barke if this petičoner had knowne that he should now have bin questioned he could have proved Sampson faulty therein by 2 witnesses but seeing he was a boy under age as he saith if he riske that appeare the petičoner willingly [*illegible*] to the cancelling of that 5^{l} bill This petičoner willingly alloweth foure pounds for 3 quarters of a yeares service wch this petičoner was mistaken in through Sampsons owne misinformation and will provide him tooles & 40^{s} towards cloathes in these things he desireth investigation & if it please the Cort. [2*s.*]

BARNABAS DAVIS.

Touching the 2 servants they cost betweene us. . .	22^{l}	10^{s}	0
I had for one of them of Mr Long an house valued .	20		
The other servant being married having a wife & 3 children hath bin a burden to me and no profit. So granting that I am to allow Mr Woodcock halfe the value of the house aforesaid	10^{l}		
Mr Woodcocke is to allow fifty shillings to me for his halfe of the five pounds due to Mr Hoggs estate. .	2	10	
And also Mr Woodcocke is to beare halfe charges for Edward Wynne wch may come for ought I knowe to	10		

And therefore this accountant conceiveth that Mr Woodcocke is rather accountable to me than I to him.

[207] Jeremy Gould of Rode Island yeoman & Willm Jeffreys of Weymouth in New England gent to be bound to Henry Waltham gent in 30^{l}. The condičon that the said Jeremie shall on or before the 24th of August next assure & convey a sufficient and lawful estate unto the said Henry Waltham

his heires or assignes of and in three acres of march medow lying in Weymouth aforesaid now [*illegible*] other things mortgaged unto Joseph Holloway. [1*s.*]

Samuell Milles of Weymouth in New England aged about 21 yeares servant of Mr Henry Waltham sworne saith upon his oath that about two moneths since Morgan Craver singing in the mill house by the fire one of Situate came into the said house What he said to Morgan this deponent did not heare but he heard Morgan answer that he did not sing so loude but we may heare the clap of the mill. Whereupon Mrs Richards came forth and said that She heretofore asked money of the said Mr Waltham and he bad her hold her peace that he might heare the clap of the mill and then said to Morgan this thou hast learned of thy master that old Waltham that wicked man he that never feared God nor never will. And Morgan speaking something what in particulare this deponent cannot remember the said Mrs Richards in the hearing of John Gill[1] bid him hold his peace or els she would make John Gill bast him by & by and thereupon as the said Morgan talked further to her the said John Gill wth his left hand strucke the said Morgan upon his head and said hold yor tounge. And at another time upon another occasion what in particulare this deponent cannot remember he saith he heard the said Mrs Richards speake in the mill roome he standing by the trough there the like reproachfull words against his said M^r^ that is to say that old Waltham that wicked man he that never feared God nor never will.

A peticon for John Morecroft.[2] [1*s.*]

[1] John Gill is somewhat interesting here because a man of his name bought (in 1673) the mill of Israel Stoughton in Dorchester (now Milton). I am unable, however, to affirm confidently that he was the same man who struck Morgan Craver upon his head and bade him hold his tongue. It would seem from this as though the relations between the owners of the mill at Weymouth were not everything that could be wished.

[2] This petition, I imagine, was to entreat the Court to grant some abatement of the fine of 20^t^ which had been imposed upon John Morecroft by the Court some days before this "for his unfit carriage." I cannot find that it was ever granted.

Robert Hempenstall of Boston in New England sonne of Thomas Hempenstall late of Southold in the County of Suffolk marriner deceased doth remise & release unto Willm Woolner of Westell in the said County yeoman one house or tenement wth the appurtenances in Southold aforesaid wch Henry Harwood my father in law lately purchased for him & myselfe and my Sister Elizabeth of Robert Anderson and Nicholas Anderson his sonne wch promise for further assurance &c dat' 11. 1. 1640.

Robert Thomson of Boston in New England merchant letts unto Joseph Armitage of Lynne in N England one lighter of the burden of twenty tunnes or thereabouts for 16^l^ a yeare from the first of the first moneth 1640 or 1641. and to deliver the boate in repaire as good as now it is in.

To all Christian People unto whome these presents shall come I Robert Hempenstall[1] of Boston in New England Shipwright sonne of Thomas Hempenstall late of Southold in the County of Suffolke marriner deceased send greeting &c Knowe yee that I the said Robert H. doe by these presents remise release & absolutely for me & my heires quittclaime unto Willm Woolner of Westell in the said County of Suffolke yeoman all the right title & claime wch I had have or hereafter any wayes may have of & in one house or tenement wth the appurtenances by what name or names soever it be called lying & being in Southold aforesaid wch Henry Harwood my father in law lately purchased to himselfe myselfe and my Sister Elizabeth Hempenstall of and from Robert Anderson and Nicholas Anderson. [2*s*.]

This Indenture made the first day of the first moneth Anno Dñi 1641 or 1640 Betweene [2]Robert Thomson of Boston in

[1] The name is not found in Savage, — at least not in this form.

[2] Robert Thompson is not to be met with in Savage, and the only mention of him found by me is in the *Book of Possessions*, where in a deed of land from Edward Bendall to Thomas Hawkins, 1650, a lot of land is spoken of as having belonged to Mr. Robert Thompson (*Book of Possessions*, G, 124). Its position is not defined, but it was near the lots of Nehemiah Bourne, Thomas Hawkins,

N E merchant of the one parte And Joseph Armitage of Lynne in N E Inholder of the other parte wittnesseth that the said Robert Thompson for good Consideration him thereunto moving doth hereby demise and to farme lett unto the said Joseph Armitage one Lighter boate of the burden of twenty tunnes or thereabouts wth the tackling and appurtenances [208] thereunto belonging To have and to hold the sayd lighter boate and all and singulare the premises wth the appurtenances whatsoever unto the said Joseph Armitage his executors administrators or assignes from the day of the date of these presents for and during the terme of one whole yeare thenceforth next ensuing fully to be compleat & ended yeilding & paying therefore at the end of the said terme unto the said Robert Thomson his executors administrators and assignes the full & whole rent & summe of sixteene pounds of lawfull money of England And the said Joseph Armitage doth for himselfe his executors administrators & assignes covenant promise & grant to and wth the said Robert Thomson his executors administrators and assignes by these presents that he the said Joseph Armitage his executors administrators and assignes shall & will well and sufficiently repaire & keepe the said Lighter boate aforesaid in good repaire from time to time as often as need shall require during the said terme and the same so well and sufficiently repaired and kept shall in the end of the said terme deliver and yeild up together wth such tackling and furniture for the said lighter boate as in a note under these presents are expressed or others of the same sorte as good in quality as they are now at this present time and shall also well and truly pay the said rent unto the said Robert Thomson his executors administrators & assignes In witnesse &c. [2–6]

At the petition of the said R T his exec. ad : & ass$\overline{ss}$.

and Edward Bendall, all men deriving their livelihood more or less from the sea; so that this notice of Robert Thompson in Lechford, combined with lack of notice elsewhere, would seem to show that he was a seaman without any very fixed place of abode, who managed to steer clear of the books of record from which we fondly hope to make the acquaintance of our ancestors.

To all Christian people unto whome these presents shall come I George Crispe[1] of Plimouth in New England husbandman send greeting &c Knowe yee that I doe hereby constitute and ordaine my Deare brother Robert Crispe of Southwarke in the County of Surrey marriner my true and lawfull Attorney for me and in my name lawfully to enter into and upon all that my parte and portion of foure acres of garden ground land medow or pasture or whatsoever it be wth the appurtenances lying and being in the parishe of Word neare Sandwich in the County of Kent given and bequeathed and of right belonging unto me my heires and assignes for ever by the last will and testament of my uncle George Crispe late of Blackwall in the parish of Stibenheath in the County of Midd Shipwright deceased as in and by the said last will and testament more at large it doth and may appeare wch said foure acres now are or lately were in the occupation or possession of John Firmo^{r} of Sandwich abovesaid Tayler and Fermin Johnson of Word aforesaid gardiner their or one of their assignee or assignes. And furthermore I doe hereby authorize and appoint my said attorney for me & in my name to grant bargaine and sell all my right title & interest in the premises to any person or persons whomsoever that will purchase the same for any reasonable summe or summes of money so it be not under 42^{li} and the same to receive & recover to my use and returne unto me as I shall by my letters of advise appoint. And to that end & purpose of & for me & in my name to make seale & deliver any reasonable act or acts deed or deeds bring & performe wth effect any action or suit and to doe every other lawfull thing requisite in and about the premises as fully powerfully and effectually as I my [209] selfe in proper person might or could doe Ratefying confirming & allowing all and whatsoever my said Attorney shall lawfully doe or cause to be done in the premises In witnesse &c. 1. 19. 1640. 16 Car. [2–6]

George Druell of London grocer for and in the behalfe of Edward Payne of Wapping in the County of Mid^{l} mariner sells

[1] George Crispe is not found in Savage.

to Will[m] Phillips[1] of Charlestowne in New England butcher all those five acres of land lying upon Wormwood Point on Misticke syde in Charlestowne precincts for 5[l] for ever. [1*s.*]

Robert Shute[2] of Winnegansett in New England planter Walter Merchant late of Bristoll haberdasher & Mathew Norman of Pemmaquid als Aldworth towne in New England planter to be bound to the said Robert Shute in 50[l] condičoned to save him harmlesse for the payment of a debt of about 25[l] due to the said Walter Merchant for commodities heretofore bought of him in Bristoll And a Release. [1—6]

Thomas Foster of Boston in New England gunner of the Castle in Castle Island and Abigail his wife daughter of Mathew Wimes late of Ipswich in the County of Suffolk [*illegible*] deceased makes a Le[r] of Attorney unto George Strange gent lawfully to enter into & upon all lands tenements and hereditaments belonging to them or either of them in Ipswich aforesaid by vertue of the last will & testament of the said Mathew Wimes or otherwise & to recover the same & make sale of it and to deliver all save 50[l] unto Robert Wimes of Ipswich aforesaid Glacier, w[ch] 50[l] is to be imployed as I shall direct M[r] Stranges reasonable charges & recompence being deducted. [vacat.]

Thomas Wallis[3] of Plimouth in N E merchant assignes to Henry Watts of blacke Poynt in N E in the Province of

[1] William Phillips is noted in Wyman as an innholder of Charlestown who moved away to the Eastward. Reference is also there made to this purchase of land, though what was purchased is not stated, nor what was paid for it. Phillips lived afterwards in Saco, where he behaved with much courage in the Indian wars, as may be read in Savage; he came back, however, to Boston, and there died.

[2] Robert Shute lived at Pemaquid later, with his brother Richard. He is next mentioned in the *Note-book* in a transaction far less creditable to him than the present (*post*, p. 219). Matthew Norman does not appear in Savage.

[3] Mr. Thomas Wallis is among the list of those taking the freeman's oath, May 10, 1643; but otherwise there is no mention of him. Henry Watts is noted in Savage at different points in the Province of Maine. He became freeman of Massachusetts in 1659, and was then chosen constable. He was representative in 1660 and 1661, after which little is known of him.

Maine ffishmonger in debts 60^{li} and is to pay him in money or commodities such as he shall appoint 20^{li} & in consideration H W is to deliver or cause to be d. unto the said T W &c 100 firkins of good and merchantable Sturgion at Mr Richard Russells house in Charlestowne in N E at or before the 10th day of Sept next ensuing. Bond to performe in 160^{li}.

And a lett^{r} of Attorney. [nil.]

I John Winthrop Esqr one of the Council and Assistants for the Jurisdiccon of the Mattachusetts Bay in New England doe hereby certify unto all manner of persons whome it may Concerne that Thomas Allyn of New Barnstable in New England yeoman did before the twentieth day of July Anno Dñi one thousand six hundred thirty and nine procure from myselfe at that time being Governor of this Jurisdiccon a warrant at the suit of John Tooker of Barnstable in the County of Devon merchant against Isaack Allerton merchant for a debt due to the said John Tooker from the said Isaack Allerton wch warrant as appeareth to me by sufficient testimony upon oath was served according to the custome of this Country And further I doe hereby certifie that it did then appeare to me that the said Isaacke Allerton had no visible estate reall or personal in this Country In testimony whereof I have at the request of the said Thomas Allyn hereunto sett my hand and seale the 22th day of March Anno Dñi 1640. 2 of them were made. [1–6]

[210] [1] WORTHY S^{r} My service & hearty love remembered unto you &c. I am necessitated at this time to trouble

[1] This letter is written by Barnabas Davis on his affairs in regard to the Woodcocke suit to one Mr. Lygon, of whom I find note in Mr. Trumbull's MS. index as follows: "Richard Lygon, Esq., of Madresfield, co. Worcester, ob. 3 p. 15, and buried 18 April 1687, at Madresf^{d}, — was 1st husband of Anne, eldest daughter of Sir Francis Russel, of Strensham, co. Worcester, bart., and niece of Sir Wm. Sytton. [His wife (Anne) was born *after* 1662.] Perry's *Hert's Geneal.*, p. 6."

The introduction at the end of the letter of Nayman, Mr. Antony Swimmer's brother, is puzzling. I have not found either name. This letter I suppose to have been carried by Lechford himself, who went home in the August of this year, though it may be another one which is referred to in the *Note-book*, p. 239.

you wth a few lines about my Occasions wherein I earnestly pray yor loving and Christian helpe; It is not unknowne unto you that I was imployd by Mr Willm Woodcocke in his affaires hither to New England about five or six yeares since, and that I had a Letter from my honourable Lord Say yor good Lord & master to the reverend Mr Hooker in Mr Woodcockes behalfe, that I returned out of New England wth Mr Hookers letter in answere to my Lord and that againe I was sent by Mr Woodcocke into New England wth another letter from my Lord to Mr Hooker and did againe returne into England wth Mr Hookers letter in answere to his Lordship. You knowe likewise that I complained to yor selfe often times that I had travailed much in Mr Woodcockes affaires & was at great expences thereabout & that he had not satisfyed me for my said travaile paynes & charges, [once more kind Mr Liggon let me intreate you when you have prepared yor Letter & have received all the other letters or writings to procure my Lord Say to write upon the one parte of each writing if it be but upon the backe side that such a day of the moneth & yeare such a writing or letter was shewed to his Lor^pp^ by yo^r^selfe setting thereto but his Lor^pps^ name][1] that once if you remember you had conference wth Mr Willm Woodcocke hereabout and that he confessed he was in my debt & promised to give me satisfaction you can I hope remember the effect of his words to you thereabouts, you knowe I intended to come over as a planter at my first voyage and to that end did bring up my goods to London but Mr Woodcocke diverted my wife and sent me over into New England upon his occasions my goods being left wth Mr Woodcocke till a fitt time I might returne to fetch my wife And since I returned the second time you knowe I was imployed by Mr Willm Woodcocke divers journeys & hindered from comming over hither by reason he did not pay me for my former paines & charges. And you may remember I hired Edward Winne and another young man Carpenters at Broughton servants for me in New England & brought them to London wth Winnes family at my owne charges wch servants because Mr Woodcocke fayled to pay me

[1] The part in brackets written here in the margin, but erased.

my money wch he owed me I was forced to put away to one Roger Hogge afterwards they were againe assigned to me & Mr John Woodcocke by the same Roger Hogge Mr Woodcocke laying downe one half of the money yet if his business of impaling did not goe on then I was to have the servants to myselfe & allow him his said money I shall beseech you to talk wth him about this particulare of the servants & to take notice of his answere therein whether it were so or no. And then I shall desire you S^{r} to be pleased to write yor knowledge in all those particulares to the Governor for the time being in New England or his deputy, but let it come to my owne hand to be delivered, I live at Charlestowne. And if my Lord write a word in my behalfe touching any of these things I shall be much beholding to his Lor^{pp}. Wthall I beseech you to peruse this inclosed to Mr Coventry servant to my Lord Brooke & then seale & deliver or send it & request an answere wch I beseech you to returne wth yo^{rs}. Also I shall intreate you to receive my father James his letter & my brothers wch will be brought or sent you & send them wth the first shipping you can heare of either from London or Bristoll And I shall ever rest thankful to you. 1. 22. 1640.

Mr Coventry I beseech you in a letter to the Governor of New England or his Deputy declare yor knowledge concerning the iourneys & imployments I underwent in England since my second returne into England out of New England in Mr William Woodcockes affaires from London into Essex to Hodgwells & another place above 30 miles about 12 times from London to Bristoll once, from London to Dunstable for the children once, from Teuxbury to London 9 or 10 times, and about his service in London at the custome house & elswhere weighing tobacco and doing other businesses knowne to yor selfe And you knowe of my goods that lay at Mr Woodcockes from the time of my first comming into New England you knowe my goods were worth about 20^{l} I received them not till since Mr Woodcockes death you knowe they were used in the house & some of them spoyled and I think you may conceive they were 5^{l} the worse I beseech you declare yor knowledge & what you believe herein wthout favor or respect to me

or any living or dead and w^th^all what satisfaction you knowe Mr Woodcocke ever gave me And I pray deliver yor letter to Mr Liggon who will convey it to me 1. 22. 1640.

Nayman Mr Antony Swimmers brother.

[211] George Denison[1] of Rocksbury in New England gent and Bridget Denison his wife daughter of John Thompson late of Preston in the County of North^tom^ gent deceased and of Mrs Alice Thompson now dwelling at Rocksbury aforesaid make a letter of Attorney to Thomas Worlidge Citizen & silk dyer of London and Mr Viner citizen & silk dyer of London to demand receive & recover of Mr Spencer Clarke parson of the parish Church of Scaldwell in the County of Northampton or any other lyable thereunto the portion of the said Bridget given her by her said fathers last will & testament 1. 22. 1640.

Lewes Kidby[2] of Boston &c a lett^r^ of Attorney to Willm Hudson. 1. 22. 1640.

Thomas Page[3] of Saco in the Province of Maigne gent bound to Robert Lucar in 80^l^; Condičoned that if forty pounds be truly payd according to certaine bills of exchange drawne by him upon Mr Christopher Phellin of Fanchurch streete London to Mr John Huxton of Wapping Shipwright then &c dat' 1. 22. 1640.

Good ffather I shall intreate you & my brother Reade to be pleased to call to minde these particulares following wch I am

[1] George Denison was one of three brothers who at this time lived in Roxbury. His wife Bridget died in 1643, and he himself went to England, where he gained some military experience in the civil wars and also married a second wife, with whom he came back to this country. He turned his military knowledge to account in King Philip's war, where he behaved with much bravery. He died in 1694.

[2] Lewis Kidby is called by Savage a fisherman. He lived at this time, I suppose, on a house-lot which had been granted to him in 1639, near Mr. Bellingham's marsh-lots, on the Town Cove.

[3] Thomas Page is called in Savage a tailor, but he may have been a "gent" for all that. The name of Lucar is among the freemen at Newport, 1650, but with the Christian name Mark instead of Robert.

to make proofe of in New England. You knowe that about five yeares since Mr Willm Woodcocke did reteyne me by writing betweene us to come over into New England to follow his businesses heere that I was to have of him after the rate of 10^l^ a yeare for my travaile & my charges borne that I tooke shipping for New England about the time of Easter 1635 That I returned againe into England the same yeare about the beginning of March — that I went upon the same agreement the second time for the said Mr Woodcocke into New England and tooke shipping thither about the time of Easter in the yeare of our Lord 1636 that I returned againe into England about Sept in the yeare 1637. That Mr William Woodcocke used me in divers businesses as his servant and attendant from that time till the day of his death wch was about a yeare & three quarters that in that time I rode divers journeys from Teuxbury to London to attend upon him 9 or 10 times from London to Hodgwells in Essex and another place as farre about 12 times from London to Bristoll once from London to Dunstable once. That I intended to come into New Engl: as a planter at the time of my first voyage & to that end brought my wife & family & goods to London but Mr Woodcocke prevayled wth my wife to stay behind and to send me about his business bearing me in hand that I should when his plantation was prepared come over & fetch my wife & live upon his lands to improve them for him, and in the meane while to leave wth him my goods, as bedding brasse pewter & other things of the value of 20^l^ or more, that these goods remained from that time till the day of his death he having used them in his house & spoyled some of them so that they were I conceive you or one of you may knowe 5^l^ the worse. That I often complayned to you that Mr Woodcocke had not satisfyed me for my service and charges, I thinke you good father once did ride to London to speake to Mr Woodcocke in my absence for 5^l^ wch should have bin by covenant payd to my wife but was not and that by reason Mr Woodcocke did not pay me for my travell & charges I was hindered from coming into N. E. till after his death I intreate you good father to write yor lett^r^ to the Governor of the Mattachusetts bay in N E for the

time being or his deputy of yor knowledge in these things or any other particulare you may remember in this businesse. And for my brother Reade I shall pray him to inquire out Mr Babb the ship master who dwelles in Wapping and get a note under his hand to certify that I payd him five pounds for my passage from New E to E in the yeare 1635. and that afterwards another time I sold him a parcell of strong waters to the value of 20^{li} for tobacco And then because he dwelles neare London to goe unto one Mr Archbold in the Ship Clarks office or some other experienced Clarke there & intreate him to drawe a breife & punctuall affidavit of his knowledge or what he verily believes in all these particulares & then send or deliver the same to Mr Liggon my Lord Says gentleman whome I have intreated to convey these things to me and soe doe I desire yor lett^{r} may be also delivered to Mr Liggon to be sent to me These things stand me upon both in my good name & estate & I beseech you to doe me this favor as to stirre in it that I may have a speedy answere returned wch shall be sent me by Mr Liggon or if he should be dead wch God forbid by some of my Lords Says family who may shewe the writings to his Lor^{pp} before they be sent me that there be no doubt made of them when they come heere. [10*s.* for these letters & one to Mr. Bridges.]

[212] John Palmer[1] of Hingham seaman aged about 40. yeares sworne saith upon his oath that about 4 yeares since he came to dwell at Hingham and shortly after one Nicholas Jacob procured this deponent to goe fetch a load of hay for the widow Large and this deponent commending the hay when he saw it said it was prety good hay yea said Nicholas Jacob

[1] This John Palmer of course is not the man who got into difficulties with his father (*ante*, p. 194). This one is merely noted by Savage, who says that he may have moved to Scituate. Nicholas Jacob came to New England in 1633, and moved from Watertown, where he had first lived, to Hingham in 1635. He was a representative in 1648 and in 1649. He died in 1659. The Widow Large I take to be the relict of one William Large, who came to Hingham in 1635. He is said by Savage to have removed to Cape Cod, but he may also have made the longer journey which would have justified his wife in assuming the title in the text.

you might have had as much hay on yor^r owne lott as would have wintered yor cow why said this deponent hath the widdow Large any lott heere? No said Jacob it is one Mathew Hernes lott who is gone for England & it is thought he will come no more or words to this purpose. [nil gains:]

John Cutten of Newberry in New England marriner and John Cutten[1] the younger of the same marriner masters of the good ship the Desire[2] of Boston in N England doe bynd themselves to pay Lawrence Hazzard of London shipwright 30^l 14^s 6^d to Robert Crispe of London marriner 9^l 2^s for his 7 moneths service in the said ship to Willm Wilbert of London marriner 17^l 10^s upon the 10th day of May next or at the arrival of the said ship in England. [2—6.]

Leonard Buttler[3] of boston bricklayer mortgageth his house & garden in Boston & 2 acres of land at long island to Atherton Haugh of Boston gent on behalfe of John Whittingham of Ipswich gent for 25^l layd out for him above two yeares since wth reasonable dammages in Worke and other commodities w^thin a twelve moneth dated 25. 1. 1641. [1—6.]

John Crabtree of Boston joyner makes a letter of Attorney to Isaack Haynes gent to receive & recover of Mathew Woodrowe[4] of Hartford upon the river of Connecticott carpenter the summe of xli^s xi^d wch he oweth me. 1. 29 1641. [6.]

[1] The names are read "Cutting" by Savage, who notices them in his *Dictionary*. They are certainly not Cutting in Lechford, but more like Cutten. The younger was a shipmaster who made many voyages in his time.

[2] The ship "Desire," of Marblehead, is spoken of several times in Winthrop. She was built at Marblehead in 1636, and her captain, for some voyages at least, was William Pierce, who was in 1641 absent in the West Indies on that cruise whereon he met his death; so it is likely enough that John Cutten was at this time the master of the ship.

[3] Leonard Buttler is of course the same man alluded to before in the *Note-book*, with different spelling of his last name. John Whittingham came from Lincolnshire in England, being the grandson of William Whittingham, Dean of Durham in the time of Elizabeth.

[4] Matthew Woodrow [or Woodruff] was one of the first settlers of Farmington. Isaac Haynes would seem as though he might be a relative of John Haynes.

Mr Willm Hutchinson & his Sonne Edward Hutchinson for 100l sell unto Mr Wm. Tynge of Boston 160 acres of land little more or less in the prècincts of Brayntree as it is now layd out.[1] [1—]

A note of account of the money due to me from my father in law THOMAS DEXTER.[2]

First upon the 12th day of July 1639. he borrowed of me to be payd upon demand	80l	0	
Also that summer he had of me two ferkins of butter wch cost me out of my purse	8	10	
Also he had of Mr King of Lynne by my appointment the same summer	6	10	
Also upon the 17. day of March 1639. he had of me	15	0	
Also he had of me or my wife in the summer following	2	0	
Also he had of Mr Hill upon my account the same summer	2	12	
My wife's portion was to be 100. to be payd at the day of marriage wch was in October 1639. thereof	50		
And more thereof wthin six moneths after . . .	50		
Toto	209	12	
My ffather-in-law paid me wthin a moneth after our marriage	20l		
And in February 1639 he payd me more . . .	19l	0	
Memorandum that 17 Martii 1639 we reckoned & my father upon the whole was behinde to me (forgetting Mr King's bill of 6l 10s) for wch he gave me a bill under his hand	155	0	
After he gave me another bill for	10	13s	6d
Afterwards my ffather sent me 2 goats at . . .	5l		
And thereupon 26 June 1640 bound the mill unto me for	150		

So that the bill of 10l 13s 6d was to be discharged for a servant & other things wch I had of him.

[1.] JOHN FREND.

[1] See p. 177, *ante*.

[2] Thomas Dexter, the father-in-law of John Friend, came to Lynn in 1630, was made freeman of Massachusetts 1631, but was disfranchised 1633. He moved to Sandwich about 1640, where

Two writings for Barnabas Davis 2. 12. 1641. [1*s.*]

[213] Captaine Edward Gibones of Boston & Mrs Elizabeth Glover of Cambridge widdowe doe grant bargaine sell & confirme unto Mr Maurice Thomson of London merchant severally their [*blank*] partes in the ship planter of London heretofore by their order sold by Mr Thomas Hawkins unto the said Mr Thomson.

Richard Callacot of Dorchester in N E tayler for 82 4^s^ the remainder of 122^l^ 10^s^ due by bill to George Alcocke dated 19. Julii 1639 payable 15. Aprilis 1640 doth mortgage his house at Dorchester & his ffarme house & all his other lands lying in Dorchester to Phillip Eliott & William Parke executors of the last will & testament of George Alcocke[1] deceased to pay the same vizt by giving sufficient bills to pay the same to Mr Nicholas Treworthy of Exeter merchant or in redy money & discharge the executors of the said money & dammages from such time as the same was due by the said bill. The mortgage to be to pay the money & dammages wch Mr Treworthy shall recover on the first of August leave a space proviso if R Callacot can procure bills to the executors satisfaction that then the same shall be accepted in payment if the bills be accordingly discharged. [122^l^ 10*s.* — 40^l^ 6*s.* = 82^l^ 4*s.*]

I should think he was at this time. He was admitted freeman of Plymouth 1658, and died in Boston 1677. Savage names two sons, and thinks he must have had other children. One of them I take to have married John Friend, a carpenter, who lived at different times in many parts of New England, but was probably now living in Boston, where he was allowed to be an inhabitant March 30, 1640.

[1] George Alcocke died Dec. 30, 1640, or thereabouts. (See p. 148, *ante.*) Philip Eliot was brother of Jacob Eliot, mentioned above (pp. 151, 153), and of the Rev. John Eliot, the apostle. He came, it is thought, about 1635 to Roxbury, where he was a deacon in the church. William Parke came to Boston in 1631 with Roger Williams in the "Lion." He served thirty-three years in the General Court, and died in 1687. All that Savage can tell about Jeremy Blackwell is that he came in the "Truelove" in 1635 at the age of eighteen. We do not learn so much even as this from the entries above. Edward Burcham, of Lynn, clerk of the writs in 1645, went back to England 1656.

George Burcham of London merchant bound to Jeremie Blackwell in 17^{l} Condiconed that if 17^{l} be payd by John Blackwell unto one M^{r} [*blan*] Too according to the intent & true meaning of certaine bills of exchange heretofore for the same drawne & signed by the said Jeremy then the said George shall pay unto the said Jeremy his executors &c 8^{l} 10^{s} upon demand & sufficient notice of the same 17^{l} so payd.

[*The above entry is crossed out.*]

Whereas Jeremy Blackwell heretofore owed me George Burchum of Lincolne mercer the summe of 8^{l} 10^{s} upon accounts of bargaines betweene him & me whereupon according to agreement betweene us the said Jeremie drewe & signed a letter of Attorney for seventeene pounds to be payd by his brother John Blackwell unto Jonathan Newcomen mercer dwelling on London bridge And whereas afterwards the said Jeremie Blackwell gave me a bill or writing for the payment of the said 8 and 10^{s} wth reasonable dammages for the whole 17^{l} abovesaid to me heere in New England Now I doe declare that the said last mentioned bill or writing was given me by him for security of payment of the said 17 pounds and therefore if the same be or shall be accordingly payd in England then the said bill or writing of 8^{l} 10^{s} & the penalty thereupon is to be voyd & of none effect & shall be delivered up & cancelled & also I shall & will satisfie & pay or cause to be payd unto him his executors adm^{rs} or assignes the summe of 8^{l} 10^{s} upon sufficient notice of the said 17^{l} so payd & upon demand made to me or Edward Burchum of Lynne in New England witnesse my hand the 23th of the 2. moneth 1641. [1*s.*]

Knowe all men by these presents that whereas I Captaine Edward Gibons of Boston in New England did heretofore give order and authority unto Thomas Hawkins of Dorchester in New England Shipwright for me & in my name to grant bargaine & sell unto Maurice Thomson of London merchant or to any person or persons all that my right & interest of and in the [*blank*] parte of the ship planter of London whereupon the said Thomas Hawkins hath granted bargained & sold my

said right and interest in the said ship accordingly unto the said Maurice Thomson Now I the said Captaine Gibones doe hereby for me my executors & administrators confirme unto the said Maurice Thomson all that my said right and interest of and in the said [*blank*] parte of the said ship & rights & appurtenances thereunto belonging To have and to hold the said [*blank*] parte of the said ship and all & singulare the premises wth the appurtenances whatsoever unto the said Maurice Thomson his executors administrators and assignes according to the purport true intent & meaning of the said grant bargaine & sale made by the said Thomas Hawkins & of these presents In witnesse &c 2. 22. 1641. [1*s.*]

The like by Mrs Glover &c [1*s.*]

This Indenture made the 22th day of the 2. moneth 1641. betweene Richard Callacot of Dorchester in N E tayler of the one parte and Philipp Elliott and William Parke two of the deacons of the Church of Roxbury in New England executors of the last will & testament of George Alcocke late of the same deceased of the other parte Witnesseth that the said Richard Callacott for and in consideracon of the Summe of eighty two pounds & foure shillings the remainder of a debt of one hundred twenty two pounds and ten shillings wch he owed unto the said George Alcocke & should have bin payd unto him upon the fifteenth day of Aprill Anno Dni 1640 and wch the said R. C now oweth unto the said executors Philipp Elliot & William Parke as more at large in and by one bill obligatory concerning the same debt bearing date the nineteenth day of July 1639 under the hand & seale of the said Richard Collacot it doeth and may appeare and for full payment of the said eighty two pounds & foure shillings and reasonable dammages for deteyning the same doeth hereby grant bargaine & sell make & confirme unto the said executors Philipp Elliott & William Parke all that his dwelling house & farme house and all the lands & tenements woods & underwoods and hereditaments houses of the said Richard Collacot lying & being in Dorchester aforesaid or the precincts thereof and all orchards & appurtenances to the said houses or either of them

belonging or reported to belong To have [214] and to hould the said dwelling houses lands & tenements and all & singulare the premises wth the appurtenances whatsoever unto the said executors Philipp Elliot & William Parke their heires and Assignes for ever Provided allways that if the said Richard Collacott his heires executors or administrators shall well & truly pay or cause to be payd unto the said Executors Philipp Elliott & Willm Parke their heires or assignes the full summe of eighty two pounds & foure shillings wth reasonable dammages for deteyning the same as aforesaid as a Jury shall award upon or before the [*blank*] day of the [*blank*] moneth next ensuing the date hereof at or in the now dwelling house of the said Philipp Elliott situate in Rocksbury aforesaid Then these presents shall be voyd & of none effect & the said Richard Collacot his heires & assignes shall or may lawfully have & enjoy the premises & every parte thereof as in his or their former estate anything in these presents to the contrary conteyned in any wise notwithstanding And the said executors Philipp Elliott & Willm Parke doe hereby grant unto the said Richard Collacot that if he shall on or before the said [*blank*] day of the [*blank*] moneth aforesaid draw good bills of exchange such as the said executors shall admit & allow for the true payment of the said eighty two pounds & foure shillings unto Nicholas Treworthy of the City of Exeter merchant & the same shall be accordingly payd unto him or his assignes that then the said executors will accept of the said bills of exchange in discharge of the said eighty two pounds & foure shillings according to these presents & not require the said dammages unlesse the said Nicholas require or recover dammages of the said executors so much money by them & their testator owing unto him the said Nicholas and that in the meane time the said Richard Collacot may remaine in possession of the premises as their lessee In witnesse &c [3—4]

Angell Holland[1] of Weymouth in N E yeoman and William Game his servant put him servant to John Crabtree for

[1] Savage spells the name Hollard, but I think the spelling in Lechford is Holland. He was a shoemaker. Of his servant I know nothing at all. I suppose he may have become a member of the church at New Providence spoken

three yeares from his landing in the West Indies in or neare the Isle of providence for meate drinke & cloathes. [*vacat*]

Hugh Deordall[1] of Hingham millwright & John Knight[2] of Waterton in N. E. carpenter bound to Willm Knap for 4^l^ 7^s^ to be payd in money or corne: 24. Junii 1641. wth a Counterbond to J K. [2*s.*]

The bounds of Mr Hutchinsons 160 acres[3] bounded on one syde wth Mount Wollaston brooke running up by Mr Tings house wth the lands of Mr Ting & Edmand Quinsey on another syde & wth a swamp on another syde and wth a straight lyne dividing betweene the lands of the said Mr Hutchinsons & Mr Ting as now it is layd out being parcell of the great lott heretofore given the said Willm Hutchinson by the Towne of Boston.

Knowe all men by these presents that I Sergeant Edward Hutchinson of Boston in New England Sonne & heire apparent of William Hutchinson of Aquidnecke Iland gent as well by vertue of one letter of Attorney made sealed & delivered unto me as his act & deed for his interest as in my owne right & interest whatsoever doe hereby for & in the consideration of one hundred pounds of lawful money of England to me in hand payd & satisfied before the sealing & delivery hereof to the use of my said ffather & myselfe by William Tynge of Boston aforesaid merchant grant bargaine & sell unto the said Willm Tynge all those one hundred and sixty acres of land belonging to my said father and myselfe lying within the precincts of Brayntree in New England bounded on one syde wth Mount Wollaston brooke running up by the house of the said William Tynge on another syde with the lands of the said William

of with reprobation by Johnson (ii. ch. xx.).

[1] Hugh Deordall, Newport, 1639 (*Savage*).

[2] John Knight is called a maltster in Savage, who notes him as being of Watertown in 1635. William Knapp was also of Watertown.

[3] For these lands of the Hutchinsons see pp. 177 and 212, *ante*, and *Boston Town Records*, pp. 7 and 9; also cf. p. 37, *ante*. Edward Hutchinson, it will be remembered, had returned before this from Newport to Boston, where he was a prominent man until his death in King Philip's war.

Tynge and Edward Quinsey on another syde wth a swampe and on the other syde wth a straight lyne dividing betweene the lands of my said ffather & of me and the lands of the said William Tynge as it is now layd out And all woods underwoods & hereditaments thereunto belonging To have & to hold the said one hundred & sixty acres of land & all & singulare the premises wth the appurtenances whatsoever unto the said William Tynge his heires and assignes for ever In witnesse &c.

John Long of Weymouth in New England husbandman aged about twenty foure yeares sworne saith upon his oath that whereas Mary Lane was to serve Richard Silvester [1] of Weymouth aforesaid for the space of foure yeares or therabouts from about the beginning of the first moneth last as this deponent hath credibly heard, one Edward Pole [2] of Weymouth in the first moneth aforesaid was Desirous to marry her & to buy out her time of service aforesaid and in this deponents hearing did promise to pay unto the said Richard Silvester for the same two hundred foot of boards and foure pounds in money or such good commodities as he should like of upon Midsomer eve next & then the said Pole was to take her away & marry her. [1—0]

[215] Mary Sherman [3] came to my wife the twelveth day of Aprill, 1641.

[1] Richard Silvester, of Weymouth, had come to New England in 1630. A few years before this mention, in 1639, however, getting into some trouble with the Colonial Government, he sold his estate, and shortly afterwards moved to Scituate, under the jurisdiction of the Plymouth Colony.

[2] Edward Pole here mentioned must have been Edward Poole, of Newport, who, according to Savage, passed most of his time at Weymouth (naturally enough, considering the attraction). His will (1664) gives the names of seven children, but not of his wife, who was named executrix, so that we cannot tell with certainty how this matter turned out. Of the difficulty of identifying this or any other John Long of this period we have already spoken (p. 113, *ante*).

[3] Mary Sherman I should like to think was the woman interested in Captain Keayne's sow. From an affidavit of Lechford's later in the *Note-book* (p. 234), and various entries in the earlier part (pp. 66, 84), it appears that he had relations with Story and

Thomas Rawlins of Weymouth in New England ffisherman aged about 33. yeares sworne saith upon his oath that in or about Oct last he heard John King of Weymouth seaman undertake unto Thomas Applegate[1] of Weymouth planter to goe in his boate as Master thereof if an other man could be gotten by either of them to goe wth him the said John King to help manage the said boate and they agreed together that the said John King should have his owne parte of the fishe taken by himselfe in the s^{d} boate freight free & that the said Thomas Applegate should have the 4th penny of freight of goods carryed in the said boate and that if the boate or any goods therein should be miscarryed cast away or hurt by the ill ordering or laying of the said boate the said John King should beare the dammage thereof and their words & agreement were to this purpose.

George Allen of Weymouth in New England planter aged about twenty one yeares sworne saith upon his oath that about the beginning of November last one day late wthin night he was present in the house of John King of Weymouth seaman Master of Thomas Applegates boate & there heard the said John King say to William Newland that he would not stand to the adventure of the goods of the said William Newland laden in the said boate if that one hogshead of salt more of his were put into the same boate, whereto the said Newland answered that nothwithstanding he would have the said hogshead put into the said boate that night and if the boate were overladen in the morning some of the said goods might be againe taken out therof or words to that purpose and here-

the Shermans, though he may not have been intimate with them. This mention and that above (p. 175) seem to me to refer to Mr. Sherman and his wife. Savage, however, thinks that the woman's name was Elizabeth.

[1] Thomas Applegate, of Weymouth, is spoken of once or twice in the *Colonial Record*. In 1635 he was licensed to keep a ferry between Wessaguscus and Mount Wollaston; and though the next year he was discharged therefrom, it seems from later entries, where inquiries are made as to certain persons drowned from a canoe, that he continued the business in 1638, though possibly one William Blanter was the regular ferryman at the time (*Mass. Col. Rec.*, i. 156, 165, 246, 249). George Allen, John King, and Thomas Rawlins were all inhabitants of Weymouth at this time, as may be seen in Savage.

upon this Deponent wth others did help put in the said hogshead that night into the said boate & in the next morning the boate did not rise but sunke to that side where the said hogshead lay and this deponent knoweth that the said boate did rise well enough one tyde when the rest of the said goods besides the said hogshead were in it.

George Carre of Salisbury in N E shipwright releaseth Thomas Coccrey[1] his apprentice of the remaining time of his service & upon legall & reasonable demand to deliver up his Indenture, & give him his wearing coate an old p of bootes of his & 2 paire of drawers & his two paire of old stockins & a wearing shirt.

Thomas Coccrey is to be bound unto G C in 40^li^ Condiconed that T C shall not intermedle in ferry on Merrimacke river w^th^out the consent of G C at any time hereafter and save him harmlesse of all charges & dammages wch may arise & come upon G C. his executors &c by reason of the said Apprentiship except those for phisicke & surgery at Ipswich Newberry & Salisbury. [2*s.*]

And a release by Thomas Coccrey to G Carre of all acc̃ons & demands whatsoever.

[2]Elizabeth Blackborne wife of Walter Blackborne late of Boston in N E shopkeeper for & in the name of her said husband by vertue of a letter of Attorney to her made by him dated &c selles unto Francis Lisle[3] of Boston aforesaid

[1] Thomas Coccrey is the nearest to the MS. that I have been able to get for this man's name, but no name with any resemblance thereto is to be found in Savage. George Carr was an Ipswich man originally, but moved to Salisbury with the first settlers of the town. He was then a person of some esteem, married, and having children.

[2] This transaction is noticed in *Suff. Deeds* (vol. i. p. 20), where may be found the letter of attorney and will of Walter Blackborne, about to set out for England in the "Desire," as well as a mention of the deeds in the *Note-book*.

[3] Francis Lisle was a barber and surgeon of Boston. The lot of land here spoken of was on Washington Street, very nearly opposite the spot where the Old South now stands. He had also a lot in the new field. With several other New Englanders he went to Old England during the Civil War, where he served as surgeon in the Earl of Man-

barber the dwelling house & shopp with outhouses garden & 2 acres & halfe of land in Centry field of the said Walters forever in fee simple for 40^{l} by Articles of agreement to be payd 10^{l} a yeare upon or before every tenth of December first payment to be 10 10^{bris} 1641 at or in the dwelling house of Richard Hutchinson situate in Cheapside London knowne by the name of the signe of the Angell & Starre provided that if 30 or 40^{l} the portion of Elizabeth Sutton daughter of [*blank*] can in the meane time be recovered the same shall be paid in discharge of the p^{r}mises.

The hangings of the parlor to goe wth the house. The house to be bound & the money to be payd in commodities merchantable in England if money fayle. [5*s*.]

This Indenture made the eighteenth day of the third moneth Anno Dñi 1641 betweene Elizabeth Blackborne wife of Walter Blackborne late of Boston in New England shopkeeper for and on the behalfe of her said husband of the one parte and Francis Lisle of the same barber of the other parte witnesseth that wheras the said Walter Blackborne by his deed under his hand & seale dated the two & twentieth day of the first moneth last past sealed in the presence of Thomas Miller & Thomas Fowle give unto the said Elizabeth Blackborne full power & authority to sell & dispose as she should think fitt all such houses & lands among other things as did belong unto the said Walter Blackborne as more at large by the said deed recorded [216] by the Recorder of Boston aforesaid it doth & may appeare Now witnesseth these presents that the said Elizabeth Blackborne doth hereby for & in the behalfe of her said husband give grant enfeoffe & confirme unto the said Francis Lisle all that the late dwelling house & shop new built of the said Walter Blackborne & the garden thereunto adioyning & two acres & halfe of land thereunto belonging lying in Centry field with the appurtenances and the hangings of the parlor

chester's life-guard. He returned to New England, however, in 1646. See Winthrop (vol. ii. p. 245) and Savage. The name is spelled by Savage, Lyall in his *Dictionary*, and Lioll in his edition of Winthrop. It is Lisle in the printed *Suffolk Deeds*, and very clearly Lisle in the Lechford MS.

of the said dwelling house To have and to hold the said dwelling house & shop garden & land and all & singulare the premises wth the appurtenances unto the said Francis Lisle his heires & assignes for ever Upon condition that the said Francis Lisle his heires executors administrators or assignes shall & will well & truly pay or cause to be payd unto the said Walter Blackborne his executors administrators or assignes the summe of forty pounds of lawfull money of England or els the full value thereof in goods & commodities merchantable in England at or in the now dwelling house or shoppe of Richard Hutchinson linendraper situate in cheapside london called by the name of the signe of the Angell & Starre in manner & forme following that it is to say ten pounds on or before the first day of the third moneth next ensuing the date hereof ten pounds on or before the tenth day of the tenth moneth wch shall be in the yeare of our Lord 1642. ten pounds on or before the tenth day of the tenth moneth wch shall be in the yeare of our Lord 1643. And ten pounds on or before the tenth day of the tenth moneth wch shall be in the yeare of our Lord 1644. Neverthelesse the said Francis Lisle doth hereby grant unto the said Walter Blackborne that if 30 or 40^l^ the portion of Elizabeth Sutton can be in the mean time recovered that the same or so much therof as will suffice shall be payd over unto the said Walter Blackborne his executors adm^rs^ or assignes in full & present discharge of the premises or so much thereof as shall remaine unpaid at the time of such recovery In witnesse &c sealed before Mr Edward Hutchinson myselfe & John Biggs.

Foure billes of 10^l^ a peece to be sealed unto the use of the said Walter Blackborne to be payd as abovesaid dated & sealed before the same witnesses.

8. 20. 1641. A medicine for the whites & immoderate flux of the courses by Dr Morley Scabies one handfull raysons of the sun stoned one handfull wood sorrell one handfull white wine halfe a pinte a nutmeg grated one parsley roote sliced strawberry leaves halfe an handfull hartshorne filed boyled together softly in a quarte of running water one houre strayned & sweetened wth sugar to be taken betweene meales as a julip warme.

The Case of Barnabas Davies vizt betweene John Woodcocke by his Attorney M^r. Edward Hollioke plaintiffe against ye said Barnabas Davies in a matter of the nature of an acc̃on of account as the bayliffe servant & Attorney of the said John Woodcocke & betweene the said Barnabas Davies plaintiffe against ye s^d M^r. Holyoke Attorney for the said John Woodcocke gent for the reasonable expenses & dammages of the said Barnabas upon the Statute of West^mr 2. & 10th or 11th wch enacteth that as all bayliffes & servants ought to account before Auditors & make speedy agreement so that the Auditors allow the accountants their reasonable expense & costs &c. The causes came to tryall & hearing as a crosse suit one party against the other in the Court at Boston the second day of the first moneth 1640 or 41. [5*s*.]

Edward Hall[1] of Duxbury in New England Carpenter & late of Henborough in the County of Glouc^r bound in 30^l to John Pollard to pay him 16^l — 4 — 7^d upon the 9th day of October next ensuing dated 3. 21. 1641. the paym^t to be made at the Tolsey in Bristoll. sealed coram me. [1*s*.]

[217] [2]The said John Woodcocke by his Attorney the said M^r. Holliocke demands an account of the said Barnabas Davies for 150^l received by him for certaine cattell wch belonged to William Woodcocke brother of the said John and for the halfe of the profitts of two carpenters service the joynt servants of the said John Woodcocke & Barnabas Davies & for some other moneys received by the said Barnabas to the use of the said John Woodcocke.

The said Barnabas accounted shewing that wth the said 150^l he bought other cattell & afterwards exchanged them for six oxen & a carte wch he was & is ready to deliver unto the pl^ts said Attorn^y whereof and of the profits gained by

[1] Edward Hall, of Duxbury, is noted in Savage and in Winsor. He was later of Taunton, then of Bridgewater, and left the Colony a debtor in 1652, says Winsor.

[2] This written opinion of Lechford on the Barnabas Davis case does not throw any additional light on the statements and affidavits of pp. **204**, **210**, and **211**, though it is a good summing up.

them & his charges about all the said cattell & moneys received the said Barnabas makes his reasonable account, & for the said carpenters service & the profits thereof he saith he is redy to allowe halfe the profits thereof to the said John Woodcocke provided that he beare halfe charges concerning them according to equity, as appeareth by the account of the said Barnabas exhibited into the Court. Barnabas Davies in his suit demands allowance of his reasonable charges and payment of his sallary or wages for his services voyages & travailes undergone as well for the said William as for the said John together wth recompense for certaine dammages as appeareth in the said account and alleadgeth that 64^{li} 10^{s} 10^{d} or therabouts is due unto the said Barnabas for his said charges & sallary besides the said dammages.

The Court was cleare in this that the said Barnabas was in equity to be payd for his service & travailes undergone as well for the said William as for the said John & all dammages chargeable upon either in as much as the same estate was first Williams & by him conveyed to his said brother John and that the said Barnabas was imployed by both of them.

The Jury gave a speciall verdit wch is entered to this effect that the said Mr Edward Holliocke for the said Mr John Woodcocke shall have all such money goods & cattell as shall be found Mr Woodcocks & halfe the carpenters & 10^{s} costs & what [*a few words of untranslated cipher here*]

and Mr Holliocke is to give the said Barnabas Davies what shall appeare due upon a iust account and he to have dammage for his money since demanded & Mr William Tynge & Mr Thomas Lechford were appointed Auditors. Whereupon Mr Holyoke demands & Barnabe Davis delivers the said six oxen & carte to the said Mr Holyoke according to the said verdict & order. At the day appointed for the audit the said Mr Holyoke demanded the account to be examined onely about Barnaby Davis his agency for John Woodcocke & saith that was the meaning of the Court Jury verdict & order and alleageth that he the said Mr Holyoke thinks any accompts for William Woodcocke deceased were not to be agitated till

he heard from England about William Woodcocks dealings wth Barnabe Davies or to this effect.

Barnabas Davies alleadgeth that he conceives the Court intended that his account should be heard both for William Woodcockes & John Woodcockes occasions & services done by the said Barnabas Davies and is unwilling the Auditors should proceed unlesse Mr Holyoke will yeeld therto which he denying ut supra the said Auditors certify that they conceive thereupon (& not finding Willm Woodcocke mentioned in the said order of Court or verdit) that the service expected from them could not be effectually accomplisht.

Questions hereupon.

1. Whether or no the Court & Jury by the said words in the verdict that Mr Holliocke should give Barnabas Davies what shall appeare due upon a just account did not intend the said Barnabas Davis his account touching both the said brothers William & John Woodcock?

2. Whether or no it be equall that Barnabas Davies being now out of possession of any parte of the estate equall in any measure to his demands be stayed from his remedy till information be had from England from I knowe not whome nor when nor by whome.

[218] Having perused the case of Barnabas Davies and his account & all things therto belonging wch he hath shewed me I conceive opinion that the verdit might have bin made by the Jury or at least entered more certaine & plaine than it is yet doe not doubt but the Court will adjudge it to be just & equall that the account ought to be heard and allowed as well for William as John Woodcocks services & that Barnabas Davis shall have his speedy reasonable allowances & remedy according to the equity of the Statute of Westm^r^ 2. 10 or 11th and so had Joseph Bachellor his present allowances against James Brocke Attorney for Mr Paramor[1] of the Isle of Thanet allowed here in New England, upon the account, and divers actions have bin brought here against the Attorneys & Agents of others in England & recovered without stay to heare the par-

[1] See *ante*, pp. 75, 76, 79.

tyes owne answere out of England. Neverthelesse I thinke it equall that if hereafter M^r. Holyoke can shewe any discharge or acquittance which will cutt off any parte of Barnabas Davis demands that then he should repay the same & give security so to doe. Furthermore to give what light I may to the Auditors or Jurors that shall hereafter deale in this businesse & for the better & more speedy ending of the same I thinke good to deliver my opinion in some other particulares incident to the cause. And first I doe conceive that Barnabas Davis being a servant bayliffe & Attorney for M^r. William & M^r. John Woodcocke is to be believed in his account for all voyages travailes services costs & charges receipts & disbursements by him made for them unlesse they or their Attorney M^r. Holyoke can disprove the same, especially if the said Barnabas Davis deliver his said account upon his oath & so was the said Joseph Bachellor believed in his account for it would be an infinite & allmost impossible worke to prove every particulare by witnesses remaining both heere & in England dispersedly besides servants are by their masters trusted from the beginning of their imployment & if they doe deceive their masters they are in fault to trust such servants & therefore it must be presumed the servants are faithfull els their masters would not trust them: Neverthelesse Barnabas Davis should doe well to make as good proofe as he can.

Secondly I conceive that if Barnabas Davis cannot prove what in particulare his sallary should be that the same ought to be assessed by the Auditors or by a Jury so it be not above his demands.

Thirdly that if Barnabas Davis canne prove that besides his said sallary he was to live upon M^r. William & M^r. John Woodcocks plantation to improve the same for them as their bayliffe or Lessee for such other consideration as should be thought equall, then because he hath bin hereby hindered five yeares from planting for himselfe in this Country I conceive his dammages herein also are to be assessed by the Auditors or a Jury so it be not above his demands for no man can thinke it reasonable that Barnabas Davis should mannage a ffarme of 400 acres wth stocke thereon onely for 4^s^ a weeke sallary accord-

ing to wch rate onely he hath demanded for his sallary being as it seems the originall agreement wth Mr Willm Woodcocke that 4^s^ a weeke was to be Barnabas Davis his wages till the ffarme should be recovered & that was to be upon the second voyage at latest & allthough then it were not recovered nor is yet notwithstanding now Mr John Woodcocke hath recovered dammages for the same and therfore Barnabas Davis is to have his dammages also. Neverthelesse because Mr John Woodcocke is not yet in possession of all that he hath recovered & the estate is much impaired by the fall of cattle &c the Court will no doubt have consideration hereof in mitigating the dammages & so direct the Jurors or Auditors that shall have to deale herein.

Fourthly that if Barnabas Davis can prove that before Mr Holyokes accon brought he offered to agree wth him on reasonable terms & to deliver him the oxen & carte if he would pay & allowe unto the said Barnabas what should be found his due then I conceive the said 10^s^ costs given against him are to be discharged.

Fifthly upon the same ground I conceive he is to be discharged of any pretence of dammages for any supposed impaire of the estate since Mr Holyokes letter of Attorney shewed to Barnabas Davis: for that it is both law & equity & so declared by the said Law of Westm^r^ the second that Accountants in wch number are Bayliffs receivers chamberlains servants &c are to be allowed their reasonable expences & costs & therefore that this case differeth from crosse debts & accons at Lawe betweene party & party where stoppage is no payment, yet by course of equity such stoppages are often made [and may be [219] levyed in the Sheriffs hands redy to be delivered to the party yet if the defend^t^ shewe the King in Chancery that the plaintife is departing the Kingdome and that the defend^t^ hath no means to recover his debt of the pltiff when he is gone: the Court will in some cases award a ne exeat regnum & cause the Sheriffe to bring in the money into Court all wch is but equall & oftentimes in practise.— *all between these brackets crossed out.*] 2ly all dammages for and about these businesses of Willm & John Woodcocke are of

the nature of expences unto Barnabas Davis if not expense of his money yet of his time & other losses as precious as money and therfore Mr Holyoke could not say to Barnabas Davis render me an account for John Woodcocke & recover your owne as you can.

Sixtly I conceive that although the verdit be that Mr Holyoke shall give Barnabas Davis what shall appeare due upon a just account yet that Mr Holyoke is not chargeable herewith out of his owne estate but out of Mr John Woodcocks & such as are or shall come to the hands of the said Mr Holyoke.

Seventhly that if any of the cattell dye or be dead in Mr Holyokes hands w^th^out his default he is neither to answere them to John Woodcocke nor Barnabas Davis.

Boston 3. 26. 1641.

All which at the request of the said Barnabas Davis I have made bould to deliver as my opinion in the premises the rather because I desire not to be further interested in this matter which neverthelesse I humbly submitt to the Judgment of the Court.

Tho: Lechford.

Robert Saltonstall[1] gent bound to Beniamin Keayne gent to pay him as much money as two steeres wch he is to have of Captaine Edward Gibones by appointment of the said Robert Saltonstall shall come shorte of twenty pounds in value w^th^in three weekes after the date hereof dated 3. 28. 1641. [6*d.*]

Thomas Purches[2] of Pagiscot gent makes a letter of Attorney unto Mr John Olliver g Thomas Lechford g George

[1] Robert Saltonstall was at this time at Windsor, Conn. This agreement probably has some connection with the letter of attorney on p. 189 from Robert Keayne to one Tinker, of Windsor, to collect several debts, and among others 50^l^ from Robert Saltonstall. Robert was a younger son of the baronet, and was engaged at Windsor in looking out for some property of his own and his brother's, in which he was assisted by Francis Styles, who appears in the Barnabas Davis case, and by him led into such expenditure as inconvenienced the whole family in later years.

[2] Thomas Purches, of Pagiscot, was one of the many adventurers who crowded the shores of Maine in the early times of the Colony, and of more ability and discretion, apparently, than

Dier of dorchester pl: & John Gallop of Boston mariner ioyntly or severally to sue Robert Morgan of Pemmaquid James Smith of Wayquait Robert Shute & Arthur Browne of Winniganset for trespasse on the case in wrongfully taking away 44 moose skins of the value of 50l out of the house of the said Mr Purches & converting the same to their owne use wch skins were left there by Abacodusset an Indian Saggamore of Kennebecke in trust with the said Thomas Purches so that afterwards the said Indian repaired to the said Mr Purches for satisfaccon for the said skinnes & hath received some satisfaction & relyeth upon him for full satisfaccon for the same & was not in a little danger of his life & the lives of his wife & family therabout & further hath lost divers advantages of trade wth the said Saggamore & all his company & undergone scandall among the English before the truth was knowne wch lay hid a yeare & halfe from the fact done to his dammage 500l. [8—4]

Knowe all men by these presents that I Thomas Purches of Pagiscot in New England gent doe hereby in my place put John Oliver gent Thomas Lechford gent George Dier[1] planter & John Gallop[2] marriner my Attorneys joyntly or severally against Robert Morgan of Pemmaquid James Smith of Way-

most of his kind. He came over in 1628; afterwards was one of the chief men at the settlement of Pagiscot or Pegypscott, at the mouth of the Androscoggin River. A deed of this land to Governor Winthrop and the rest of the Massachusetts Colony may be seen in the *Mass. Col. Rec.*, i. 272, signed by Thomas Purches. Towards the end of his life he lived in Lynn, having been troubled by the Indian wars which ravaged the region of his former home. He died in 1678.

[1] George Dyer, of Dorchester, where he was a man of some prominence, is often mentioned in the *Dorchester Records*.

[2] John Gallop, of Boston, mariner, is known to posterity from the name Gallop's Point, which was given to the first point of land on the peninsula north of the Town Cove. The next was called Merry's Point, after Walter Merry, and the next Hudson's Point, after Francis Hudson the fisherman. Gallop was a fisherman and pilot, and lived partly in Boston, where he had a house on the road running by the seaside, just south of Gallop's Point. The other names here are hardly worth inquiring about. They may all be found in Savage as inhabitants of some one of the towns along the coast of Maine. Robert Shute and Arthur Brown have appeared in the *Note-book* before (pp. 137 and 209), but neither is of consequence.

quait Robert Shute & Arthur Browne of Winniganset in an acc̃on of trespasse on the case scilicet ffor that they the said Robert James Robert & Arthur upon the [*blank*] day of [*blank*] in the fifteenth yeare of the raigne of the Kings Mat^ie^ that now is my [220] house at [*blank*] did break and enter and there did take & carry away & convert to their owne use forty foure moose skinnes of the value of fifty pounds wch were there before that time left in trust wth me by Abacodusset an Indian Saggamore of Kennebecke so that afterwards the said Saggamore with his company repayred to me for satisfaction for the said moose skinnes & I was necessitated to give him satisfaction in parte and to promise him full satisfaction for the same for wch he relyeth upon me and hereby I was not in a little danger of my life and the lives of my wife & family & further I have thereby lost divers goods profits & advantages of trade with the said Saggamore & all his company & have undergone great scandall among both the English and Indians to my dammage five hundred pounds starling. the same of them to recover. And to that end them to sue arrest impleade imprison for me & in my name Witnesse my hand & seale the last day of May Anno Dñi 1641.

IN THE COURT OF 4. 2. 1641.

RICHARD CHADWELL[1] *shipwright plaintiffe*
JOHN SAMPSON & SAMUELL BENNET *defend^ts^* } *in an acc̃on of trespasse on the case.*

The said Richard Shadwell complaineth against the defend^ts^ for that wheras Francis Toby of Rotherhith in the County of Surrey shipwright in or about June 1635 placed the said John Sampson & the said John Sampson placed himselfe apprentice wth the plaintiffe for the terme of five yeares then next ensuing the said Sampsons Indenture of Apprenticeship nothwithstanding wch were not [*illegible*] or assigned to the plaintiffe

[1] The spelling of Chadwell's name is doubtful in this entry, where it looks as though it began with an S. Chadwell is, I think, the more correct. This case may be remembered; see p. 206, *ante*. Samuel Bennet was a carpenter of Lynn.

and the plaintiffe refused to receive him for lesse than five yeares and the said Sampson consented to serve the plaintiffe five yeares rather than to serve John Tucker an house carpenter 8 yeares in consideration the said Plaintiffe was a shipwright & in that art promised to instruct the said Sampson and whereas the said John Sampson served the plaintiffe three yeares of the said five yeares but in an ill & undutifull manner, in which time the plaintiffe by himselfe & his brother endevoured to instruct the said Sampson in the art of a shipwright but he was most times either incapable therof or unwilling to it, so that when the pl^tiffe^ had procured Richard Hollingworth of Salem Shipwright to teach the said Sampson the said trade he refused to goe dwell with the said Hollingworth but chose rather to goe dwell with the said Samuell Bennet an House carpenter the said Bennet having before unlawfully slocked [*or* flocked ?] & enticed the said Sampson to come away from the plaintiffe to serve him the said Bennet Whereupon the said Sampson being an ill servant before & through the said slocking [*or* flocking?] & enticeing made worse & more unwilling the said plaintiffe assigned the said Sampson & he put himselfe apprentice unto the said Bennet for the said last two yeares of the said five yeares for wch service the said Bennet was to pay the p^lt^ 11^l^. And the said Sampson in recompense of his said undutiful service & other things was to pay the plaintiffe five pounds. And the plaintiffe further sheweth that wheras He came to demand the said 11^l^ of the said Bennet at the last quarter Court in Boston & was then unprovided for his defence in other the premises Now the said Richard Shadwell complaineth that the said defend^ts^ then ioyned together not onely to deceive the plaintiffe of the said 11^l^ and 5^l^ but to damnify him further than they had formerly the one by ill & undutifull service & the other by slocking & enticeing him away as aforesaid and upon this ioyning together contrived that the said John Sampson should bring an acc̄on against the said plaintiffe upon an Indenture to wch the said plaintife was neither party nor privy and first [221] for not teaching the said Sampson the said trade of a shipwright according to the said indenture and secondly for deteyning

the said Sampson in service longer time than was expressed in the said indenture & make some other false allegations against the pl^tiffe wch said complotment accordingly the said John Sampson fullfilled and unduly recovered dammages against the plaintiffe vizt 20^l for a supposed not teaching the said Sampson the said trade of a shipwright wheras the pl^t did by all meanes duly endevor it as afores^d and 7^l 10^s for a supposed overreckoning in his time of service, wheras he voluntarily consented to serve 5 yeares as aforesaid : and obteyned the cancelling of the said five pounds upon pretence that it was wrested from him onely for dammage done the said plaintiffe about the not moaving of a barke whereas it was for divers other ill services and dammages. And hereby the plaintiffe saith he hath suffered in his good name & estate and hath bin damnified 50^l and therupon he brings his suit. [3 — 4 Thomas Nicholls testis.]

The petic̃on of some of the Inhabitants of Hingham that wheras the Cort heretofore gave the Towne certaine lands for enlargement at Conihasset[1] to be sett out by certaine committees of Dorchester & Rocksbury in the order therof named the said lands are not yet sett out by them but divided by certaine men of the said towne of Hingham contrary to the said order & contrary to the liking of many in the said towne & the petic̃oners therefore beseech the Court to take the same into their consideration & to give direction that the said order be pursued as it was first intended. [1*s.*]

The petic̃on of Anthony Eames[2] that wheras he hath bin here inhabitant seven yeares or therabouts & his charge hath

[1] The meadows at Conihasset (between Scituate and Hingham) had been given to the townspeople of Hingham by the General Court, May 13, 1640 (*Mass. Col. Rec.*, i. 290).

[2] Anthony Eames will be remembered by any one who took the trouble to investigate the case of Bozoum Allen (*ante*, p. 172) in Winthrop (vol. ii. p. 221). The trouble arose from the interference by the General Court in a quarrel among the people of Hingham as to whether Allen or Eames should be the captain of their trainband. Eames was naturally a person of some consequence in the town, having been representative many times, commissioner to decide small cases, and lieutenant, before he was chosen captain.

bin great & done some service for the Country in laying out the lyne betweene this Patent & Plimmouth he was also promised accommodation in Conihasset when it should be conferred on Hingham, and having [illegible] & a teame & wants imployment for them desires the Court to consider hereof that he may have a proportionable accommodation in Connihasset as the Court shall please to appoint; his accommodation already being but small & except it be enlarged he shall be constrayned to looke out for himselfe elswhere. [0 —]

Mr Cutton saith that there is due 424^l^ or therabouts wch should have ben payed 22 April last. Charter party dated 9 Jan: 39. [2 —]

The petition of certaine of the Freemen & Inhabitants of Hingham [1] that they intending God willing a ffishing plantation at Nantascet may be instituted into a company according to the wisdome of the Court & that they may have granted them all the said necke of land called Nantascet from sea to sea unto the head of straits pond wth all ye appurtenances and that yor peticoners may for the same good end & purpose be instituted into a Company with such power & limittations as to this Court shall seeme meet. [1s.]

Joseph Armitage of Lynne lets a shallop of 3 tunnes or therabouts unto Abraham Robinson Thomas Ashley & Willm Browne of Cape Anne fishermen [2] till 29. 7. px with the tackling & appurtenences & they are to pay 3^l^ in money or good

[1] I do not think that this petition was granted in precisely the form wherein it here appears. But under date 2d June, 1641, the Court ordered "that a plantation for the furthering of fishing shall fourth with bee set up at Nantascot, & that all the neck to the end of the furthest beach towards Hingham, where the tide over floweth, shall belong to it; and that such of the present inhabitants of Hingham as will follow fishing & will remove their habitations thither, shall have land and meadows upon Nantasket Neck," etc. There is no patent for a company to be found, however, in the *Records*.

[2] We cannot easily identify these fishermen, and perhaps it is hardly necessary to do so. Abraham Robinson is found at Gloucester some years after this mention, and Thomas Ashley may be the man of that name who was in Maine 1654; but even if this be the case, not much is gained.

& merchantable dry fish to the said Joseph at the end of the said terme therefore & redeliver the said shallop wth the same appurtenences at Lynne. [*6d.*]

A peticon for Timothy Hawkins 4. 4. 1641.

The humble peticon of BARNABAS DAVIS

Sheweth that wheras the Court hath ordered me to account to John Woodcocke & to attach the cattle that was Willm Woodcocks as in a new accon I humbly conceive that the verdit of the Jury was given as upon a crosse suit ioyntly comming to hearing together wch in effect one of the Jury testified in Court for he said that their meaning was that I should be allowed what should appeare due to me upon a just account as well for W^m^ as John Woodcocke and [222] with all due submission to yor wor^ps^ for I thinke yor worships have bin fully informed through my weaknesse in my cause & that your worships doe not yet so clearely understand my cause & it so nearely concernes me that the greatest parte of my estate lyeth in it, the cattle arre taken out of my possession I being a servant accountant am not allowed my charges & reasonable expences I demand 64^l^ 10^s^ 10^d^ besides dammages halfe of the said moneys is my meere expences & the cattle will not satisfie me I verily believe. In tender consideration wherof I beseech yor worships in yor grave wisdomes & pittyfull compassion towards me to be pleased but to let my account the auditors joynt certificat, the case thereupon & the opinion of one of the Auditors on the whole matter be read either in publicke or private before yor wor^ps^ and thereupon to consider whether it be not fitt & equall that seeing I am putt off from hearing at this Court that the cattle be attached from Mr Holyoke & delivered upon security to me till the cause be heard And so I leave myselfe & my matters at yor wor^ps^ feet to be at God's dispose.

The petičon of RALFE WORY[1] *White tanner of Leather dwelling at Charlestowne.*

1. He prayeth the Court that no goates might be killed under two yeares old except kids by the butchers.

2. That the butchers & others that take off skinns might be enioyned not to slawter cut or rent the skinnes under some paine of forfeiture.

3. That Tanners may tanne no goat buck doe nor moose skinnes nor white tanners tane no cowe nor oxe hide under paine of some forfeiture.

4. That some Officers be appointed to view all leather made in the Country before it be sold or put to use.

5. That none may buy skinnes killed in the Country but those that dresse them heere.

Mr William Hooke[2] of Accamenticus.
Mr John Underhill a petičon.

Wheras we understand that Mr William Hooke of Accamenticus intendeth shortly a voyage into England we have thought good to accompany him wth this our testimoniall that he hath borne himselfe in this Countrey in all things we knowe of honestly soberly fairely & therefore with us he hath this esteeme to be a sober discreat & religious man & for such we recommend him to those whome it may concerne. [1 —]

The petičon of CAPTAINE JOHN UNDERHILL[3]

Sheweth that he humbly acknowledgeth himselfe to have ben a very greivous offender against God & this Common-

[1] Ralph Woorey, leather-dresser, is noted in Wyman, but nothing to speak of is known of him. No mention of the petition is to be found in the *Record*.

[2] Mr. William Hooke was not the minister of that name, but the brother of Francis Hooke, of Kittery. He must have returned from England very shortly, for he was representative in 1643 as well as in 1637, and died in this country in 1654.

[3] The sentence of banishment for Captain John Underhill was repealed June 2, 1641, the session of the Court, I suppose, at which this petition was presented.

wealth and thereby hath received severe censures past upon him both by the Church & this Court Notwithstanding as he hopeth the God of heaven will give him more true repentence & thereupon some more comfortable forgiveness in his due time & the Church of God hath bin pleased upon his humble & hearty contrition & confession of his abominations to loose him from his deserved bonds so though unworthy of the least favor from you he humbly beseecheth this hono^ble^ Court to be pleased to remit his civill censure by him rashly foolishly & unadvisedly incurd And that you would be pleased to restore this Distressed petitioner to his former libertys ffor wch humble request he should have in person awayted this hono^ble^ Court but that he is now called asyde upon other lawfull occasions at Aquedney as it is well knowne &c.

[223] *The humble petičon of* RICHARD PARKER[1] *of Boston merchant,*

Sheweth that wheras some powder being found heretofore in the hands of certaine Indians yor petičoner was examined whether he had sold any powder to any Indian, & if he had how much, he answered and confessed he had, once before that time sold about 4 ounces of powder to the Saggamore Aggawam. Now forasmuch as this sale of powder to the said Aggawam was above two yeares since when yor petičoner was but a-new commer & not knoweing the orders of the Country [& one to whome as this petičoner hath heard the Country had some confidence in & who was in the service against the Pequids and continually converseth wth us as a friend & to whome some liberty of fowling with his peece hath bin granted by the Court as this petičoner hath heard,—*all between these brackets crossed out.*] and that was yor petičoners onely offence in this kinde & in so smale a quantity.

In tender consideration of the premises yor peticoner humbly prayeth this hono^ble^ Cort to be pleased to remit the said

[1] Exactly when this sentence was pronounced I do not know. In December, 1640, Richard Parker was respited until the next meeting of the General Court, and at that meeting (at which I suppose this petition was presented) his fine was lowered from 10^l^ to 10*s*.

offence unto him promising to be henceforth so careful that neither he nor any of his shall at any time sell any powder or ammunition to the Indians without direction & command So restes yor obliged Richard Parker. [1—6. 4. 9–41]

The humble petičon of SERGEANT EDWARD MELLOWES[1] *of Charlestowne,*

Sheweth that wheras about 10 or 11 yeares since his father Mr Abraham Mellowes at the motion of the hono^ble^ Mr Humfrey did put into the Common Stocke fifty pounds of lawfull money of England he promising that the petičoners said father or his heires or assignes should have a valuable proportion of land in this Jurisdiction to at least 500 acres of land for the same.

And whereas yor petičoner is heire & assignee of his said ffather deceased, & hath yet obteyned towards satisfačon of the premises onely 200 acres in one place where no more can be had & which is no valuable proportion for the said 50^li^. In tender consideration of the premises yor petičoner humbly prayeth the Court to be pleased to grant him the other 300 acres together in some other place So restes yor obliged Ed Mellowes. [1; 4. 9. 41]

The petičon of WILL^M^ SAVILL[2] *of Cambridge joyner*

Sheweth that wheras he did worke heretofore at Cambridge for Mr Nathaniell Eaton and for parte of this petičoners pay he received by apprizement one cowe & a steere calfe for 25^li^ wch then was 5^li^ overvalued at least & out of wch he payd 9^li^ to workmen in money besides then presently cattle fell more & so have done ever since and now they are not worth above

[1] Two hundred acres were granted to the heirs of Abraham Mellows by the Court to which the petition was presented. Abraham Mellows, with his wife and child, were admitted to the church in 1633; he was freeman May 14, 1634, and died, Savage says, before 1639. This passage confirms Frothingham's statement that he was a partner in the Company for 50^li^. Edward Mellows was freeman before his father (March 4, 1634), and was afterwards constable, town clerk, selectman, etc. He died in 1650.

[2] William Savill cannot be found in Savage.

12^{li} wch another bull calfe increased having bin kept about a yeare so that yor peticoner is damnifyed 13 besides 2^{li} 10^{s} for the keeping of them since wch amounts to in all to 15^{li} 10^{s}. In tender consideration wherof yor peticoner humbly prayeth he may be relieved in the premises according to equity against the said M^{r}. Eaton & his estate heere by the order of this Court and that especially because the apprisement aforesaid was made not to this peticoner, but halfe a yeare before for payments to other men & he was faigne to take these though so much too deere because he apprehended not any other way to be satisfyed. So restes. [1*s.*]

[1]John Edwards of Charlestowne makes a peticon against Harman Garret & the two apprizers Steven Fozdike & Robert Nash for prizing the house too deere 40^{li} at least & bound in 200^{li} to pay 120^{li} for a house & an acre of ground or therabouts.

The peticon of WILL^{M} BUCKNUM *of Charlestowne carpenter,*

Sheweth that wheras his mother in Law the widdow Wilkinson keepes away from him his sonne John Bucknum against the good will of this peticoner wch is like to be a breach of peace betweene us, Yo^{r} peticoner humbly prayeth the widdow Wilkinson may be ordered to redeliver to this peticoner his said child.[2]

[224] *The peticon*[3] *of the Freemen of Cambridge*

Sheweth that wheras there are some differences betweene some neighbor townes & ourselves about wood & timber &

[1] For this matter see pp. 176, *ante*, & 225, *post*.

[2] That William Bucknam married (first wife) a daughter of Prudence Wilkinson may be seen in Wyman's *Charlestown*. Savage goes on to say (partly by conjecture) that by this wife he had a son John, whom (or else his son) he thinks is the one spoken of by Sewall as having been dumb for eighteen years. William Bucknam, in his will, gave a smaller fortune to his son John than to his children by his second wife, partly on account of his infirmity, and partly because he was taken by his grandmother, as appears by this passage in the *Note-book*.

[3] It was in consequence of this petition that the Court appointed (June 2, 1641) Mr. Thomas Mayhew and John

about certaine lands on the south of Charles river wch we conceive belong to our bounds for want of explanation of the order of Court therof, and by reason of certaine lands claymed from us unequally as we conceive by the running of a lyne betweene us & Watertowne We humbly crave of this honoured Court that for the settlement of peece & quiet among us you would be pleased to heare our deputyes to the particulares aforesaid & therupon to take such good order as to yor wor^ps^ shall seeme to stand wth equity. [1 —]

The petic̃on of ROGER TOLL *servant to* Mr HENRY WEBB[1] *of Boston*

Sheweth that wheras about two yeares since yor petic̃oner being a new commer not knowing the Orders of the Country sould certaine powder to the quantity of but about 2^l^ unto some of Cusshamequins his master not knowing of the said sale till afterwards The petic̃oner humbly prayeth this hono^ble^ Court to be pleased for this his first offence in this kinde to remit the same unto him promising hereafter to be so carefull that neither for himselfe nor any other he will sell or deliver powder or munition to any Indian w^thout^ order or command I reste yor obliged. [1 — rec in corn]

The petic̃on of THOMAS MAKEPEACE[2] *of Dorchester gent*

Sheweth that wheras he bought a certaine house & farme of 200 acres of land wherof some is inclosed lying on the east parte of Mr Haynes his farme neare dedham of Mr Crowe

Bridge to adjust the differences here spoken of; "and if they cannot agree, they are to choose a third man to settle things."

[1] Henry Webb was a merchant who had his house and shop, I suppose, one or two doors below Captain Keayne's, on what is now State Street. He came to Boston 1637, and died September 7, 1660, leaving much to Harvard College in the way of land that is now of the greatest value. Roger Toll was his apprentice, as Savage thinks.

[2] Thomas Makepeace came to Dorchester with his family in 1636. He was there a person of consideration (although I do not find that he ever held office), being almost invariably referred to by the title of Mr. In response to this petition, the Court appointed a committee of three to view and settle "Mr. Makepeace his farme of two hundred acres."

sometime of Charlestowne as it is layd out. Yo^r petičoner desireth this hono^ble Cort to be pleased to confirme the same unto him by order of this Court. [6*d.*]

The humble petičon of ROBERT COOKE[1] *of Charlestowne*

Sheweth that wheras the Country was indebted to his ffather 40^l and for satisfaccon therof this petičoner was ordered to goe to the Treasurer for payment Mr Treasurer assigned this petičoner a bill to be payd by Lynne and they would pay him no otherwise but in corne at 4^s p b. & he hath received in parte 120 bushells at 4^s p b. and the rest he must accept from them at the same rate. The peticoner humbly preyeth allowance of the Court such as you shall thinke fitt corne having passed at 3^s p b. & much to be bought under. [6*d.*]

John Pollard[2] of Boston in New England merchant makes a letter of Attorney unto Josuah Hughes of Roxbury ironmonger and George Pollard of Duxbury in N England miller to receive all debts &c. 4. 19. 41. [8*d.*]

A Commission to John Webbe a^ls [*blank*][3] of Boston and his company to trade & doe their businesse at the Isle of Sables & to passe in the barke Endevor of Salem wherof is Master Joseph Grafton. 4. 21. 41. [3—4]

[1] There is some little doubt in the pages of Savage as to whether the name of this man were Richard or Robert, one name being found in the list of freemen, and the other in that of church-members. In the *Mass. Col. Rec.*, however, is record of an order that 12*d.* in a bushel should be paid to Mr. Robert Cooke to make up for the depreciation of corn, amounting to 40^l.

[2] It would seem as if George Pollard were related to John, though the fact is not noted by Savage, who says little of either George or John; for whom see p. 175, *ante*.

[3] "John Webb a^ls [*blank*]" must be "John Evered a^ls Webb" (*ante*, p. 138). I know nothing more of his occupation than is contained in the note on that page. The *Colonial Record* has no notice of this commission. The ketch "Endeavour," it may be remembered, was hired of Joseph Grafton by John Cogan and Thomas Owen until April, 1641 (see p. 202, *ante*). This commission is in June of the same year, by which time the voyage to Virginia and back there spoken of was, we may hope, successfully accomplished.

John Sampson of London merchant makes a generall letter of Attorney unto David Yale[1] merchant now resident in Boston in N E. 4. 21. 41. [2*s*.]

Know all men by these presents that wheras I Elizabeth Glover of Cambridge in N E widdowe & trustee of the last will & testament of M^r. Josse Glover deceased doe hereby for good considerations me thereunto moving for and in parte performance of the said last will & testament grant assigne and sett over unto William Stibbins of Boston in N E gent and [*blank*] of [*blank*] in N E aforesaid all that my reversion after the decease of M^rs. Anne Glover of London widdow of and in all those lands & tenements lying in Ratcliff within the mannor of Stebbonheath in the County of Midd with the appurtenances settled upon me by my said late husband To have & to hold the said Reversion & premises and all & singulare the premises wth the appurtenances unto the said W S & [*blank*] and — [*ends thus; the whole paragraph is crossed out.*]

[225] *To the right wor^ll the Governor & Assistants*

The bill of Complaint of JOHN EDWARDS *of Charlestowne gunsmith*

Sheweth that wheras by agreement betweene Harman Garret of Charlestowne aforesaid Gunsmith & this Complainant[2] in writing made upon the 17th day of the seventh moneth Anno Dñi 1640 the said Harman was to sell unto this Complainant his house in Charlestowne aforesaid for such reasonable price as should be agreed on by foure men indifferently to be chosen betweene them the said Harman taking

[1] David Yale (thought by some to be the father of Elihu Yale) "came to New England with his father-in-law, Governor Eaton, in 1637." He lived at Boston chiefly, I should imagine, although he owned land at New Haven, and quitted the country in 1652. There is no mention of him in the *Boston Town Record* or the *Book of Possessions;* and from the mention in *Massachusetts Colonial Record* (vol. ii.) he might have lived anywhere.

[2] The agreement here referred to between Garret and Edwards may be found set down at length earlier in the *Note-book* (*ante*, p. 176).

advantage of this Complaynants unexperiencednesse in buildings pressed him to buy the same house before the said terme in the said agreement mentioned was ended and for the apprizement therof perswaded this Complainant that two men were sufficient to performe the same, and when this Complainant had named for him two men to wit Stephen Fossedike and Barnabas Davis of Charlestowne the said Harman Garret said that Barnabas Davis was not skilled in matters of building but much commended the said Steven Fossedike saying that he was an honest man and a member of the Church and one that helped build the said house & one whome he might well put this matter unto & to him onely & that the said Harman Garret thought to make choice of him for himselfe & so in effect he made choice of him the said Steven Fossedike as well as of the other arbitrator Robert Nash and this was no indifferent choice & but of two men wheras by the said agreement the same was to be referred to foure men indifferently to be chosen To wch two Arbitrators the price of the said house being referred they the said Arbitrators were to sett downe what they esteemed the said house & some other things to be worth at that present to be sold to any person one or other & neither this Complainant nor the said Harman Garret was to give any private informac̃on unto the said Arbitrators or either of them aparte till the said Arbitration made notwithstanding the said Harman Garret did give one of the said Arbitrators private information of something touching the premises wherof this Compl^{t} had no notice to answer the same before the said arbitration delivered up. And this Complaynant sheweth that upon the said undue proceedings the said Arbitrators prized the said house & an acre of ground or therabouts at 120^{l} or thereabouts wch was to deere almost by halfe as the state of things stood at the time of the said arbitration made & yet doe stand Notwithstanding the said Harman Garret presently upon the said arbitration gott this Complainant with a suerty to enter into bond of a great penalty to pay the said 120^{l} to him the said Garret in some shorte time to come In tender consideration wherof the said Complaynant prayeth that the said Harman Garret may be called to answere the premises &

to bring in the said bond into the Court and either to take the said house & premises againe or els that an indifferent apprizement may be made therof anew by order of the Court & finally to stand to such order in the premises as to yor worships shall seeme to stand wth equity & good Conscience &c. [5 — 0]

[226] [1] Mathew Allen of Hartford upon the river of Connecticot in America merchant otherwise called Matherum Allen nup de Bramtom in Com Devon infra Regn^m^ Angli^e^ ac nunc de Hartford sup Conectacott River infra Nova Anglia m^r^cator was summoned to answere Thomas Harwood and James Gam̄on of Barnstable in the County of Devon aforesaid merchants in a plea of debt Wherupon the said Thomas & James say that the said Mathew by his writing obligatorie under his hand and seale dated the fourth day of June in the sixteenthe yeare of the raigne of our Soveraigne Lord King Charles Anno Dn̄i 1640 did acknowledge himselfe to owe unto the said Thomas and James the summe of two thousand pounds of good and lawfull money of England to be payd unto them when he should be therunto required, wherof the said Thomas & James acknowledge they are satisfied of the summe of five hundred seven pounds fifteen shillings & nine pence, Notwithstanding the said Mathew hath not payd the residue of the said two thousand pounds that is to say 1492 — 4 — 3^d^ unto the said Thomas & James or either of them although he hath bin thereunto required at Hartford and Windsore upon the river of Connecticot aforesaid. And they say that the said debt groweth thus that the said Mathew bound himselfe in the said obligation of the summe of two thousand pounds dated as abovesaid wth condic̄on that if the said Mathew Allen his executors administrators and assignes should well and truly pay observe performe fulfill & keepe all & singulare the payments grants Covn^ts^ condic̄ons & agreements conteyned

[1] It was in regard to this matter that two or three days later (Oct. 7, 1641) the General Court ordered "that a letter shall bee sent to Mr. Haynes & the rest of the ma^trats^ at Conectacot, to send back the prisoner Mathew Allen or satisfy the debt and damage" (cf. p. 200, *ante*).

specifyed & declared in certaine Articles & Covenants of agreement indented made by & betweene the abovenamed Thomas & James of the one parte & the said Mathew of the other parte and bearing the same date wth the said obligation wch on the parte of him the said Mathew his exec^trs^ adm^rs^ or assignes were to be observed performed fullfilled & kept according to the tenor forme & effect of the said Articles and Covenants of agreem^t^ then the said obligation was to be voyd & of none effect or els to be & remaine in full power strength force effect & vertue And the said Thomas & James doe indeed say that the said Mathew did break one of the Covenants or Articles in the said Articles & Covenants of Agreement specifyed in that the said Mathew upon the day of delivery of the cattle in the said Articles mentioned did not for security of payment further give and deliver unto Philip Gibbe the factor or assignee of the said Thomas & James a good & lawfull bond or obligation wherin the said Mathew with two such sufficient suerties as the said factor or assignee should accept of should be bound in the summe of 2000^l^ that the said Mathew his [227] executors or assignes should pay or satisfie the full summe and so much money reckoned as the said cattle should amount unto, wch according to the said articles & covenants of agreem^t^ was the summe of 994^l^ 5^s^ vizt for 97 head of cattle within two moneths next after the day of arrivall of the ship in the said articles mentioned at Boston in New England or within 2 moneths after the arrivall aforesaid to drawe good bills of exchange for payment thereof and the same to be payd upon 40 dayes sight as in the said articles is expressed according as the said Mathew was bound by the said articles & bound thereupon to doe Wherupon the said Thomas & James bring their suit aforesaid for the said 1492 — 4^s^ — 8^d^. [511^l^ 10*s.* — 3^l^ 14*s.* 3*d.* = 507^l^ 15*s.* 9*d.* — 511^l^ 10*s.* 0*d.* + 492^l^ 4*s.* 8*d.* = 1000^l^ 0*s.* 0*d.* 6 — 8.]

Boston Lynne Salem Ipswich Rowley Newberry Salisbury Hampton Charlestowne Cambridge Waterton Concorde Sudbury Dedham Roxbury Dorchester Weymouth & Hingham. [17 warr^ts^ about cotton. 5. 8. 41 @ 1*s.* 5*d.*]

Thomas Allen of Barnstable in N E y agreeth wth John Eells[1] of Dorchester in N E planter for 70^l^ in hand payd to convey unto the said John Eells & his heires & assignes for ever one house & garden wth the appurtenances in Barnstable in the County of Devon lying in Bowport streete in the occupation of Phillip Cole & Lewis Grove or their assignes all rents & revenues revertions therof after the lives of the said Phillip & Lewis & all Writings Leases & counterparts. and to be in possession of the rent presently And to make any assurance w^th^in 7 yeares And to be bound to these articles in 150^l^, and that he shall receive 20^l^ due to me at the decease of my ffather-in law John Marke of Bramton in Devon y. of his heires executors &c or of Edward Langdon of Branton in the County aforesaid y & he is to receive the bond of my brother Richard Allen of Branton aforesaid yeoman And a letter of Attorney for the same.

JOHN MOSES[2] *of Duxbury shipwright p^lt^*
THOMAS KEYSER *& JOHN GUY of Lynne defend^ts^*
} *in an action of trespasse upon the case.*

The said John Moses Complayneth against the said defendants for y^t^ wheras in or about the third moneth Anno Dñi 1640 they did reteyne the said Complaynant to make for them a pinnace in forme as followeth that is to say thirty two foote by the keele and five foote and halfe in the hould deepe to be made proportionable according to the same with a decke and to be seeled throughout the said pinnace and to be finished

[1] It might seem from this as if John Eells was about to return to England. This may possibly have been the case. He is, however, heard of by Savage at Newbury in 1645 as a "beehive-maker," and his death is by him set down for 1653. The name of Thomas Allyn, of Barnstable, may be found in the church register, though not elsewhere to my knowledge. An indenture to the same effect as the above, together with articles of agreement between the same parties and a letter of attorney, etc., may be found at great length *post*, p. 239 *et seqq*.

[2] Of John Moses and John Guy I can find no mention at all in Savage. Thomas Keyser has obtained a species of fame through his mention by Winthrop (vol. ii. p. 231), where are related certain operations of one Smith and his mate Thomas Keyser in a voyage undertaken by them to the coast of Guinea after negroes. Keyser was a seafaring man of whom little other remembrance was preserved.

the last of August then next following for which they the said defend^{ts} promised to pay the said plaintiffe 40^{li} and such other charges as are mentioned in the writing of agreement therof at the finishing of the said pinnace under the hands of both the said defendants and the said pl^{t} And the said plaintiffe indeed saith that the said defend^{ts} were by agreement also betweene them the said def^{t} & pl^{t} to deliver to the said pl^{t} divers materialls towards the finishing the said pinnace by the day aforesaid appointed in the said agreement but they the said defen^{ts} fayled therein so that the same pinnace could not be finished by the said day appointed through the default of the said defendants neither were they ready to satisfie the said plaintiffe for the said pinnace when it should be finished as was agreed as aforesaid But [228] the said plaintiffe was forced to sell the said pinnace away to Captaine Edward Gibons in the third moneth last and to finish the same for him whereby the said pinnace lay upon the plaintiffes hands in building from the said last of August Anno Dñi 1640 till the midst of the said third moneth last being 9 moneths To the Dammage of the said pl^{t} 19^{li} 19^{s} 11^{d}.

The said p^{t} received in pitch okhum & nayles . .	5^{li}	3^{s}.
And in money or moneys worth	0	10
And in pitch & okhum more		
And in nayles more	0	10
And in redy money at sight	3	0

[3—4]

[1] Richard Bellingham Esqr Governor of the Jurisdiccon or Societie of the Mattachusetts Bay in New England unto John Humfrey Esqr Simon Bradstreete gent Thomas Wiggon gent and [Samuel] Symmons gent greeting By vertue of his Ma^{ts} Letters Patents under the great seale of England and by the Advise of the [*blank*] Counsell of the said Jurisdiccon or

[1] Most probably this commission did not go into effect, for there is in the *Colonial Record* an entry wherein the same powers, here specified, are given to Mr. Simon Bradstreet, Mr. Israel Stoughton, Mr. Samuel Symonds, Mr. William Tynge, Mr. Francis Williams, and Mr. Edward Hilton, under date of Oct. 7, 1641, or three months later than the present commission.

Society I authorize and appoint you to goe to Dover heretofore called Pascattaquay by whatsoever name it be called and there to summon call and keepe a Court and Courts and to heare & determine all causes civill & criminal & to cause executions to be made & done according to the Lawes of England as neare as in yor discreation you shall be able to doe ffor which this Commission shall be yor sufficient warrant In testimony wherof I have caused the publicke seale of our Colony to be hereunto affixed the eight day of the fift moneth Anno Dñi 1641. [1*s.* — 0.]

Phillip De Lanoe [1] of Duxbury planter aged about thirty six yeares sworne saith that John Moses of Duxbury aforesaid shipwright having a pinnace in hand to build for one Thomas Keyser and his partner as this deponent hath heard he was intreated by the said John Moses to inquire at some house in Boston for pitch & oakum that should be left there by the said Thomas Keyser and his partner for the use of the said pinnace and this deponent did inquire two severall times for the said pitch & oakum about the latter end of the fift moneth last or the beginning of the sixt moneth last but could not find where the same was left though he inquired at divers houses but two or three who said they knew Keyser & his p^{tr} then told this depon that the said Keyser intended not to have the said pinnace for that he was not able to pay for it nor his partner neither. Wherof this deponent tould the said John Moses who thereupon borrowed this deponents boate & went therin wth another man to seeke the said Keyser & his partner about the said pitch & oakum and pinnace & they were waiting wth his said boate three weekes in the cheife mackrell time in September wch was above 4^{l} dammage to this deponent [1 — 0]

[1] Philip Delano, or De la Noy, as it was formerly written, was said to have been a Frenchman, member of the church at Leyden. He came over in 1621, was freeman in 1632, and was one of the early settlers of Duxbury, where he became a man of "much respectability," according to Winsor. William Latham was a more obscure inhabitant of Duxbury, whither he moved from Plymouth. He had come over in the "Mayflower" as servant to Governor Carver. (See Bradford, pp. 447 and 450.)

[229] Will[m] Latham of Duxbury planter aged about 82 yeares sworne saith upon his oath that in the seventh moneth last he went in a boate from Duxbury aforesaid wth John Moses to seeke Thomas Keiser & his partner about a pinnace that the said John Moses had in hand for them and that this deponent & the said Moses were out about the said businesse above three weekes. [—8]

Articles of Covenant & Agreement indented made the eight day of July Anno Dñi 1641. *Betweene* THOMAS ALLEN *of Barnstable in New England yeoman of the one parte And* JOHN EELS *of Dorchester in New England planter of the other parte as followeth.*

Imprimis the said Thomas Allen doth hereby covenant agree promise and grant to and with the said John Eells that for and in consideration of the summe of seventy pounds of lawfull money of England. [*These paragraphs erased, and their place taken by the following one.*]

This Indenture made the eight day of July in the seventeenth yeare of the raigne of our Soveraigne Lord Charles by the grace of God of England Scotland France & Ireland King Defender of the faith &c Annoqr Dñi 1641 Betweene Thomas Allen of Barnstable in New England yeoman of the one parte and John Eells of Dorchester in New England planter of the other parte Witnesseth that the said Thomas Allen for and in consideration of the summe of seventy pounds of lawfull money of England to him in hand payd by the said John Eells before the sealing & delivery hereof wherof and wherewith the said Thomas Allen doth acknowledge himselfe truly satisfied contented and payd & thereof and of every parte therof doth hereby remise release and forever quittclayme the said John Eells his heires executors and administrators Doth by these presents grant bargaine sell enfeoffe and confirme unto the said John Eells all that y[e] house and houses tenement and tenements garden and gardens thereunto belonging sett lying & being in Bowporte streete in Barnstable in the County of Devon now or late in the severall occupations of Philip Cole and Lewis Grove their assignee or assignes and all rents reverc̃ons services wages

lights easements commodities and hereditaments thereunto belonging And all writings leases counterparts of leases deeds excerpts records & miniments concerning the same wch are in the custody of the said Thomas Allen or any person or persons to his use And all standing tables bedsteads wainscott ceeling & other goods demised with the premises unto the said P C & L G To have and to hold the said house and houses tenement and tenements garden and gardens rents revertions services and hereditaments and all and singular the premises with the appurtenances unto the said John Eells his heires and assignes for ever To the onely use and proper behoofe of the said John Eells his heires and assignes for ever To be holden of the cheife Lord or Lords of the see or sees of the premises by the rents and services therefore hereafter to be of right due & accustomed And the said Thomas Allen doth hereby for himselfe his heires executors & administrators Covenant promise and grant to and with the said John Eells his heires administrators and assignes by these presents that he & they shall or lawfully may from time to time and at all times hereafter quietly & peaceably have hold and enjoy the premises and every parte therof freed and discharged of and from all other grants bargaines sales feoffments ioyntures dowers & title of dower iudgments executions [*illegible*] Statutes merchant and of the Staple titles troubles charges & incumbrances Whatsoever except the severall Leases made of the premises unto the said Philip Cole & Lewes [230] Growe each lease being now in being for three lives a peece as by the Counterparts therof it doth and may more plainely appeare and except the rents & services therefore hereafter to become due & of right accustomed for or notwithstanding any thing done or suffered or to be done or suffered by the said Thomas Allen his heires executors or administrators or by his or their meanes assent or procurement And the said Thomas Allen doth hereby for himselfe his heires executors & administrators Covenant promise and grant to and with the said John Eells his heires and assignes by these presents that he the said Thomas Allen and his heires and his and their wife or wifes shall and will at any time or times hereafter within the space of seven yeares next ensuing the date hereof make seale &

deliver acknowledge execute and suffer or cause to be made done acknowledged executed and suffered all and all manner of further and other conveyances & assurances in the lawe whatsoever for the more sure making & conveying of the premises & every parte therof unto the said John Eells his heires & assignes according to the true intent & meaning of these presents be it by grant bargaine sale feoffment livery & seisin fines recovery or any other way whatsoever as shall be devised advised or required by the said John Eells his heires or assignes or his or their Counsell learned in the Lawe and at his or their reasonable request and cost & charges in the Lawe so that for the doing or suffering therof the said Thomas Allen & his heires and his or their wife or wifes be not compelled too travell fourth of the Jurisdiccon of the Mattachusetts Bay in N E and New Plymouth in New England. Provided allways that if the said John Eells dye at sea wthout heires of his body that then the premises shall be & remaine to the said Thomas Allen his heires and assignes as in his and their former estate as if these presents had never bin made. In witnesse &c. [10*s*.]

Articles of Agreement indented made the 15th day of July Anno Dñi 1641 Betweene Thomas Allen of Barnstable in New England yeoman of the one parte and John Eells of Dorchester in New England Planter of the other parte as followeth.

1 Imprimis that the said Thomas Allen his executors & adm^{rs} shall enjoy the twenty pounds wch he the said Thomas Allen oweth unto the said John Eells without rendering to him his executors or administrators any account.

2 Itm̄ that whereas John Mark of Branton in the County of Devon yeoman and Edward Langdon of the same yeoman [231] stand bound unto the said Thomas Allen in and by one obligation of 40^{l} condiconed for the payment of the summe of 20^{l} unto the said Thomas Allen his executors administrators or assignes upon the decease of the said John Mark as in and by the said obligation and condicon therof it doth & may more at large appeare It is agreed betweene the said partyes to these

presents that the said John Eells his executors administrators or assignes shall be payd the said twenty pounds according to the forme & effect of the said obligation & condicon therof and shall have & enioy the same without rendering any account to him the said Thomas Allen his executors or administrators or assignes.

3 Item that Richard Allen of Branton afores^{d} yeoman shall deliver the bond or obligation aforesaid or the money aforesaid if he hath received the same unto the said J E or his assignes upon lawfull demand. In witnes &c.

Knowe all men by these presents that I Thomas Allen of Barnstable in New England yeoman doe hereby constitute & in my place & stead put my trusty & beloved friend John Eells yeoman my true & lawful Attorney for me and in my name to aske demand receive and recover of and from the heires executors and administrators of John Marke of Branton in the County of Devon yeoman and Edward Langdon of the same yeoman the summe of twenty pounds of lawfull money of England due or to be due unto me at or upon the decease of the said John Marke as in and by the obligation & condicon therof it doth & may more at large appeare And the obligation therof to demand receive & recover of & from my brother Richard Allen of Branton aforesaid yeoman or the said money if he hath the same received Giving & granting unto my said Attorney my full power & lawfull Authority for me and in my name in execution of the premises to sue arrest impleade prosecute & recover And upon receipt or recovery in that behalfe to make seale & deliver sufficient & legall acquittance & release or releases and one or more Attorney or Attorneys under him to substitute & from time to time to revoke and all other matters & things therabout requisite to be done for me and in my name to doe or cause to be done as fully & effectually as I myselfe in person might or could doe Hereby ratifying confirming & allowing all and whatsoever my said Attorney shall lawfully doe or cause to be done in the premises In witnesse &c 15° Julii 41.

Me Thomam Allen de Barnstaple in Nova Anglia yeoman tener' &c Johi Eells de Dorchester in Nova Anglia pl^tr^ in Centum et Octoginta libris &c Dat' 15° Julii 41.

The Condičon of this obligation is such that if the above bounden Thomas Allen his heires executors administrators and assignes shall from time to time & at all times hereafter fullfill observe performe & keepe all such articles coven^ts^ and agreements conteyned & expressed in one deed indenture or grant and one other writing inituled articles of agreement indented made the day of the date of these presents betweene the said T A of the one parte & the said J E on the other parte which on ye p^t^ and behalfe of the said T A his heires &c are to be fulfilled &c Then &c.

[232] Knowe all men by these presents that I Winifrid Woolcot of Waterton in New England widdowe and administratrix of the goods & chattels rights & credits of John Woolcott[1] late of Waterton aforesaid planter deceased for and in consideration of the summe of three hundred eighty and eight pounds due & owing by my said late husband unto Edmund White of London merchant and for and in full payment and discharge thereof according to the award a true copy wherof is hereunto annexed and another recorded by the Recorder[2] of Boston made by Richard Bellingham Esqr Deputy Governor & Increase Nowell Secretary of the Mattachusetts Bay in New England by vertue of an order of Cort formerly made touching the premises doe hereby grant bargaine and sell unto the said Edmund White All that dwelling house set lying & being in Waterton aforesaid now or late in the occupation of the said Winnifred Woolcott and one garden and seven or eight acres and all barnes stables stalls cowhouses & outhouses gatwayes easements therto belonging And all that dwelling house set lying & being in Waterton aforesaid now or late in the occupation of [*blank*] and one garden and seven

[1] John Wolcott, of Watertown, died in 1639. He had been freeman March 4, 1635, and representative the May of the same year.

[2] Stephen Winthrop, one of the sons of Governor John Winthrop, was at this time the recorder of Boston.

acres of land broken up and all outhouses therto belonging And one Lott of seven acres of land broken up lying in Waterton aforesaid And one other lott of seven acres of land broken up lying in Waterton aforesaid And three acres and halfe of meadow lying in Waterton aforesaid And seventy acres of land meadow or pasture in a dividend lying in Waterton aforesaid beyond the mill there And twenty five acres of land meadow or pasture in another dividend lying in Waterton aforesaid and thirty acres of land meadow or pasture in another dividend lying in Waterton aforesaid And six acres of the Township lying in Waterton aforesaid And all wayes lights easements commodities & appurtenances to the said severall houses lotts dividents & premises belonging To have and to hould the said houses lands tenements hereditaments and all & singulare the premises with the appurtenances whatsoever unto the said Edmund White his heires and Assignes for ever And the said Winifrid Woolcott doth hereby for & in the consideration aforesaid give & grant unto the said Edmund White foure working oxen two three yeare old steeres one heyfer wth a calfe one other heyfer two cowes wherof one is lame one yeareling [*blank*] foure swine and one carte wth the appurtenances To have & to hold the said goods & chattels unto the said Edmund White his executors administrators and assignes for ever. In witnesse &c A true coppy wherof is hereunto annexed Dated last day of May Anno 1641. [4*s.* 6.]

Knowe all men by these presents that I David Yale of London merchant by vertue of one letter of Attorney to me made sealed & delivered by Edmund White of London merchant bearing date the thirtieth day of January Anno Dñi 1639 recorded this day by the Recorder of Boston in New England have this day received of Winifrid Woolcott of Watertowne widdow and administratrix of the goods and chattells rights and creditts of John Woolcott late of Waterton aforesaid deceased one deed of grant bargaine & sale & gift and right & possession of divers houses lands tenements & hereditaments lying in Waterton afores^{d} and divers goods & chattells as the same is also recorded by the said Recorder of Boston

for and in full [233] satisfaction of the summe of three hundred eighty and eight pounds found this day to be remayning due from the said John Woolcott unto the said Edmund White And therefore I doe hereby for and in the name of the said Edmund White remise release and for ever quit claime unto the said Winifrid Woolcott all and all manner of actions suits and demands which the said Edmund White hath or may have against the said Winifrid Woolcott her heires executors or administrators for or by reason of the said debt of 388^{l} or any other debt matter cause or thing whatsoever from the beginning of the world unto this present day In witnesse &c. [1—6]

A letter of Attorney by Tho: Allen to John Eells. [1*s.*]

Anne Stratton of Salem in New England widdowe John Stratton of the same gent John Thorndike of the same gent and Elizabeth his wife and Dorothy Stratton of the same spinster make a letter of Attorney to Captaine Edward Gibons of Boston in N E and Robert Stileman of London merchant to demand receive and recover of and from John Thurston of Hockston in the County of Suff Esqr Executor of the last will & testament of Mrs Mary Dearhaugh late of Barringham in the County of Suffolke widdowe deceased mother of the said Anne Stratton and grandmother of the said John Elizabeth and Dorothy All such Legacyes as are now due unto them by the said last will & Testament. 19 Julii 1641.

And a testification that the Legatees are all living under seale of the Country. [2—6]

EDWARD JONES[1] *of Boston in N England carpenter p^{lt}*
WILLIAM LEEKE *of Mennuicketucke gent defend^{t}.*

The said Edward Jones complayneth against the said Willm Leeke for the wheras the said William Leeke heretofore in or

[1] No trace of Edward Jones nor of William Leeke is to be found, for I fear that this Edward Jones is not the one mentioned in Savage. Anthony Stanyon is, however, noted by Savage, who adds but little to our knowledge. He was

about May 1639 undertooke the care and charge of a conductor to conduct the said Edward as the Apprentice or servant of Anthony Stanyon from the hands of John Kirke of Tichmersh in the County of Northampton in England gent unto the hands of Anthony Stanyon sometime of Boston and now of Exeter in New E planter with the Indentures therof and therupon afterwards the said William Leeke for his owne security as he said procured the said plaintiffe to become bounden by another indenture to the said defend[t] as his Apprentice or servant And thereupon the said Plaintiffe and his ffather Edward Jones of Wellingborow in the County of Northampton [*blank*] did on or about the first day of May Anno 1639 aforesaid deliver unto the said defend[t] on London bridge one box full of cloathes and commodities of the said Plaintiffes that is to say one box worth 12[s] wherin was one cloath suit worth 3[l] 10[s] seven buckram shirts worth 42[s] one dozen and halfe of bands worth 35[s] six handkerchiefs worth 6[s] 8[d] three paire of yarne stockins worth 40[s] one paire of new shooes worth 4[s] divers parcells of white bone lace sent for tokens which were of 12 yards in a peece wth other tokens of money to the value of 40[s] one flaxen sheete worth 7[s] one broade axe worth [*blank*] one narrowe axe worth [*blank*] one adds worth [*blank*] one twyebill worth [*blank*] one dozen of awgers from two inches and halfe to halfe an inch and an inch worth [*blank*] two paire of chissells worth [*blank*] one gouge worth [*blank*] two paire of smoothing plane Irons worth [*blank*] And two joynt irons worth [*blank*] one hollowing iron worth [*blank*] one halfe round worth [*blank*] one rabbetting iron worth [*blank*] All which were then worth the summe of [*blank*] which said box and commodities the defend[t] then & there took into his charge and custody to be brought over into New England for & with the said plaintiffe & there to be delivered to him But the said defend[t] either lost or converted the same to his owne use and hitherunto deteyneth the said box and commodities from the said plaintiffe To the dammage of the said plaintiffe [*blank*] and thereupon he brings his suit. [2*s*.]

sometimes of Exeter, and sometimes of Boston; but latterly he lived in Exeter, where he was town clerk in 1647, and in 1654 was representative for Hampton.

[234] Elizabeth Sutton[1] of Charles Towne in New England Spinster daughter of John Sutton late Citizen & Draper of London deceased & of Elizabeth sometimes his wife makes a Letter of Attorney unto Francis Lisle of B in N E b. and Walter Blackborne of London haberdasher to receive & recover all moneys due to her by law or equity whatsoever &c dat' 23. 5. 41.

Elizabeth Blackborne[2] wife of Walter Blackborne late of Boston in N E g makes a letter of Attorney unto Joseph Wellde of Roxbury in N England gent & John Johnson of the same yeoman to receive & recover all debts dueties and demands belonging to her said husband in N E and having received them to pay the same over unto M[r] Thomas Fowle of Boston aforesaid to be conveyed to the said Walter Blackborne. 5. 24. 41.

Elizabeth Blackborne wife &c makes a letter of Attorney unto Thomas Fowle of Boston gent to receive of & from Joseph Weld of Roxbury &c & John Johnson &c all debts duties summes of money they shall hereafter receive & recover for the said Walter Blackborne & to returne the same unto him by such wayes & meanes as to her said Attorney shall seeme convenient 5. 24. 41.

T L[3] of Boston in N E g makes a letter of Attorney unto Ensigne Thomas Savage of the same to receive all debts dutyes summe & summes of money & letters that are due or shall be due & sent to the said T L and the same letters to peruse & send & returne them & the said moneys & debts to him in money or good commodities as shall seeme good to my said Attorney 5. 24. 41.

[1] Elizabeth Sutton, spinster, can hardly be identified. She may have been sister of Lambert Sutton, of Charlestown, who had wife Elizabeth, and died in 1649.

[2] This seems as if Elizabeth Blackborne followed her husband to England, whither he had gone a year or so before. (See p. 215, *ante*.)

[3] Lechford went back to England in August, 1641, in the same ship in which his favorite preacher, Hugh Peter, left the country, as well as Thomas Welde and John Winthrop, jr.

Samuell Nash [1] of Weymouth in New England shoomaker late of Burrough greene in the County of Cambridge makes a letter of Attorney to Enoch Lunt of Weymouth in N E blacksmith to rec 40[l] of Thomas Stevens of Comberton in the County of Cambridge aforesaid yeoman due from John Dontree of Papworth in the said County y. Stevens hath the bond 5. 25. 41. [1—6]

Forasmuch as M[r] George Story [2] & Gooddy Sherman seeme to lay divers imputations on me for some advise that I have in the simplicitie of my heart given them or one of them or her husband now being purposed God willing to visit my friends in England I thinke good being thereto requested to declare myselfe hereby in the said matter w[ch] I would have done sooner if I had bin sooner requested of either syde but on the contrary I was intreated by M[r] Keayne to forbeare because as he said he thought they would have brought the things in publick themselves before this. And first I doe say that having heretofore heard some probable things on gooddy Shermans parte I was of opinion if things were so & so that she should have had satisfaction for her sowe. Yet hearing of M[r] Keaynes confidence on the other side before the action tryed I was in suspense & advised goodman Sherman to goe by the way of the Elders first and afterwards when so it could not be agreed yet I againe perswaded goodman Sherman in my owne chamber if it were possible to compound it upon reasonable terms [235] before the tryall for I feared that M[r] Keayne had proofes unknown to gooddy Sherman.

Secondly when the verdict & iudgment was past I advised them to beare themselves silently at least if they could not be

[1] Samuel Nash is noted in Savage as Plymouth 1632, and Duxbury 1643. It may be this man, but I should think it unlikely. Enoch Lunt, one would think, was about to return, if he had not already returned to England.

[2] I fear that the whole tale of Mr. George Story and Goody Sherman and Captain Keayne's sow is too long to insert in this note. It was a most trivial dispute at first in regard to the ownership of a certain pig, claimed by Mistress Sherman, which had been killed by Captain Keayne. But it was carried on with such vigor that it finally embroiled the whole Colony. It may be seen at large in Winthrop (vol. ii. pp. 69, 116).

satisfied for feare of some corporall punishm[t] and I advised them to submitt as farre as they could wth a good conscience & I would help them to draw it up in writing if they would but they refused. After the executions a good while for w[ch] the Lord is witnesse I was heartily grieved hearing our Reverend teacher M[r] Cotton presse that point of Zacheus repentence for using too severe exactions w[ch] peradventure yet he had Law for I resolved I would sometime or other remember M[r] Keayne of it (whomever I tooke to be a consciencious & upright man in the generall & so hold him still to be) if that I should have a faire occasion, whereupon one Lordsday when the Sacram[t] was at Boston being the next day as I remember after the newes that it was supposed M[r] Prynne had sent me money for my passage I comming home was very ill in my stomach & went to M[r] Story for a little strong water [and having drank my spirit a little revived, — *crossed out*] and then remembering my purpose afores[d] I perswaded M[r] Story to thinke of some yeilding to M[r] Keayne as farre as he & gooddy Sherman could doe wth a good conscience promising that I would use all my interest in M[r] Keayne for to get restored all their dammages to them or in words to that effect & no otherwise other words I might speak w[ch] I doe not remember & herein cannot be more particular because George Story refused yesterday to let me then see or have a coppy of the writing he hath behind my backe [*illegible*] & divulged concerning these things.

Fourthly all these motions and advises to them was of my owne good will to them without any by respect as farre as I knowe my owne heart & without the privity consent or setting on of M[r] Keayne or any of his or for him except God onely.

Lastly I never advised M[r] Keayne in his actions or any of them against the said partyes either before or since the executions or anything therabout All these to the best of my remembrance I tender on my oath to be recorded that both parties may have coppies therof if they please and I desire it may be satisfactory as well in my owne defence as if need be betweene the said partyes for peace sake w[th]out favor feare or assertion of either syde. 5. 24. 41.

THO: LECHFORD.

John Bartoll of Marblehead in New England planter for[*blank*] payd by Henry Hazzard of Bristoll mariner makes a letter of Attorney unto the said H. H. All that house & garden lying in Crewkerne in the County of Somersett & ground thereunto belonging given me by my father John Bartoll late of Crewkerne aforesaid glover deceased his last will & testament proved either at Taunton or Welles to pay himselfe 8^{l} & returne me the rest in such commodities as I direct him by word or writing. [2*s*.]

Robert Wing[1] of Boston prayes me to speake or send to his Cosin Wing of Lomford dwelling in the Ladyes place, by Dedham for to send him something. 26 Julii 1641.

[236] Elizabeth Thorpe[2] of Boston in New England [*blank*] makes a Release to Mr George Thomson of London merch^{t} & Robt Thomson of the same merchant of all demands for 15^{l} legacy given her by Elizabeth Thomson late wife of the said George Thompson.

Winifrid Wolcott of Waterton grants a house in Watertowne late in poss$^{\tilde{c}on}$ of John Lawrence[3] a garden six acres of ground broken up 30 acres in a dividend & 4 acr & halfe by itselfe broken up in discharge of 88^{l} in parte of payment of the debt of 873^{l} — 0 — 7^{d} due to Mr Edmund White by Mr John Woolcot her late husband by vertue of an order of Cort.

John Seberry[4] against Walter Merry for 15^{l} wch he overvalued the house he bought of him for 170^{l} by the valuation

[1] Robert Wing came to New England at sixty years of age in the year 1634. He grew old very fast, however, as Savage justly observes, having employed his time to such advantage that in 1647 he was over eighty; and having nothing to live upon, he prayed the General Court for relief, whereupon he was respited from a fine he had incurred.

[2] Elizabeth Thorpe was, I suppose, some relation to Henry Thorpe of Watertown, but what I cannot say.

[3] John Lawrence was for a long time a resident at Watertown, where he had many children, but finally moved to Groton, and died 1667.

[4] John Seabury bought, in 1639, with leave of the town, Walter Merry's house, and half an acre under it, in the

of John Button & Thomas Joy witnesses Thomas Marshall & Benjamin Gilham.

Anne Norton of Hingham widowe of William Norton her late husband deceased complaines against Mr Samuell Warde[1] of Hingham in an accon of the case. She saith that her husband being heretofore indebted in 19^s^ unto the said Samuell for cloath her husband told her that the said Samuell requested him to selle him a peece of his medowe which her husband could not well spare & she now much wanteth and she confesseth her husband told her he did sell the said Samuell some medowe but what or how much she knoweth not & that about 20^s^ more besides the said 10^s^ was payd by the said Samuel for the same being in all but 30^s^ wheras the meddowe that the said Samuell claymeth by the said sale is & was much more worth at the time of the said sale than the said 30^s^ that is to say foure pounds or thereabouts as the said plaintiffe hath heard & verily believeth & hopeth she shall be able to prove And further the said Anne Norton complayneth that the said Samuell hath falsely said before divers witnesses that she did remove a land mark[2] & place another stake in another place in the said ground which is to her great discredit. And she further complaineth that since her said husbands death she mowed her owne ground as she conceived w^th^out any question by the said Samuell made but the last yeare he claymed parte of that she mowed Therefore the said plaintiffe saith she is damnifyed by the said slanderous words forty shillings and further craveth of this honoured Court that according unto equity either she may be satisfied for the full value of the said meddowe or that

Mill Field, and so was allowed an inhabitant. The land is entered in the *Book of Possessions* as about half an acre, next to Merry's own house, near Merry's Point. Thomas Marshall and Benjamin Gilham were, the one a ferryman, and the other a ship-carpenter, of whom we have already heard, as well as of John Button and Thomas Joy.

[1] Samuel Ward's alleged conduct in this case was not in keeping with his general reputation. He was representative in 1637 and in March, 1638. He was made town clerk in 1646. Savage thinks him to have been the man who gave his name to Ward's Island and the island itself to Harvard College.

[2] "Cursed be he that removeth his neighbour's landmark" (*Deuteronomy* xxvii. 17).

she may be admitted to redeeme the same as being at the most but in the nature of a mortgage but if the Court be pleased to adjudge that the said Samuell shall hold his bargaine then that the said Samuell may prove what the said bargaine was & where the metes & bounds therof doe lye.

[237] Richard Bellingham Esq[r] Governor of the Jurisdiction or Societie of the Mattachusetts Bay in New England unto Lieutenant Symon Willard of Concorde Ensigne John Holman of Dorchester & Sergeant Richard Callacott of the same and all others their Associats whome these presents may concerne greeting. By vertue of his Ma[ties] letters Patents under the great Seale of England and according to an order of the Generall Court held at Boston in New England on the second day of the fourth moneth last past I, not only in my owne name but in the name of the Deputy Governor & Assistants of the said Societie & of the said Generall Cort doe hereby license authorize and appoint you or any one of you to trade in furres & wampam with the Indians for all manner of commodities except gunnes powder shott & weapons And further I grant power unto you or any one of you for us and in our names to prohibitt all other persons within this Jurisdiction to trade with any Indians for Wampam or Furres under the penalty of forfeiting the same or the value of it to you & yo[r] associats Also for us and in our names to demand & receive all wampam due to his Ma[tie] or this Companie of the Mattachusetts for any tribute due from Block Iland Long Iland Pequats or any other Indians and to give particulare discharges releases and acquittances for the same And further for us and in our names to treate with the Pequatts or any of them to become Tributaries unto our said Soveraigne Lord the King seeing they possesse their land againe which was conquered by the English And also for us and in our names to demand all Pequoats that were servants or slaves to the English that have runne away wherever they find them All which to doe and accomplish I grant unto you sufficient power and authority as aforesaid by these presents for which this Commission shall be yo[r] sufficient warrant in force to remaine from the said last

Wensday in Easter terme last past unto the end & terme of three yeares thenceforth fully to be compleat & ended according to the forme & effect of the said Order of the Generall Cort In testimony wherof I have caused the publicke seale of our Colony to be hereunto affixed the [*blank*] day of the [*blank*] moneth Anno Dñi 1641 And the seventeenth yeare of the Raigne of our Soveraigne Lord Charles King of England &c.[1]

Mrs Blackbornes letter of Attorney to Mr Tho: Fowle dated 25. 5. to be testified & acknowledged under his hand. 29. 5. 41.

Mr Collins I have no leisure to dispute nor any great abilities thereunto but for my love and obligement to you and yours I shall make bold to advise you according to the best understanding I have both in matters of God and the King touching which things you are now unhappily [*indecipherable*] I myself have had opinion that Apostles, Prophets and Evangelists ought to [continue] as well as pastors or teachers until the coming of Christ. Wherein if I have prophesied and still must my [desire is to be] informed by the learned in England, to which purpose partly I am goeing thither. You would wonder how many things may be said for it out of Gods word. Much also may be said against it. It is a great controversy. The Parliament and divines in England and elsewhere seem to be divided upon it. [238] But you have [reasoned] upon this [rock] to deny all Churches because you cannot see the [continuance, *or* consequence ?] of either of these two as I conceive. You seem not to be well [versed] in government things. You come but newly to [consider]. My advice is suspend a while your judgment, confess your [ignorance] retract all [peremptory] speeches and so return unto your brethren in this [Church ?]. Mark this I pray you, you must not unchurch churches for small nay great defects, nor unbrother brethren neither for some slips. [Again] you seem to deny Christian [Ministration] a most dangerous thing, yea so dangerous as that I think you little think or know of the danger thereof.

[1] This monopoly was granted by the General Court June 2, 1641, for three years.

All the [scriptures] that I hear you urge for yourself on this point are most grievously mistaken by you [and perhaps deceive others] for the most part. I say the main [scriptures] used by any [antagonist] against civil government are to be understood as far as I can judge of [times and things] future in the great day of the [*indecipherable*] and not literally. Also secondly what some doe blindly deny, but I say I dispute not but advise, and that is that you readily submit yourself to our sovereign Lord the King's Majesty and all his lawful Substitutes whatsoever whomsoever and wheresoever, and herein also confess your [ignorance]. He that nath no need of law and none of God no need of repentance let him say he hath no need of ministry.

Lastly for your [refuge ?] if you should fear any hard use upon your person [by corporal punishment] stand upon your ministry received in England be in possession of the [hands?] of the (ministry[1]) [presbyterie ?] there and then by the great Charter of England and other good laws and customs of our English nation you are freed of such punishment, for no [man] will degrade you here. And I hope [and am assured] the magistrates will be so wise as not to touch you in that way. If you have not your [orders] to show yet allege [that you] can prove it to be so that you are a Minister [ordained] in England. Do not fail herein nor think this [frivolous]. I shall pray for you and do the best I can to sweeten some of the Chief towards you before I go, God willing.

Yours while [*indecipherable*]

THOMAS LECHFORD.

And for you, Francis Hutchinson I am very sorry for your sins and calamity. For Gods sake be wise and yet return to your [*worn off*]. Consider the things I say to your brother [what is written concerneth yourself mightily]. For your [fabulous] letters and speeches, lay it on your zeal or ignorance and misinformation. Crave the pity of the ministers. First get them to intercede for you to the magistrates. Use all speed and diligence herein, and as I have not been unmind-

[1] Cancelled in the original.

ful of you so will I not forget you [again] to the chiefest I can meet with conveniently before I go. Take this in good part and if you [doe refuse] say [hereafter] you once had such advice. So I yet pray for your return and expediting out of this evil net wherein you are taken. (Thomas Lechford. There must be some yielding in this and other things else you and all will break.[1])

THOMAS LECHFORD.

Written in the margin at two several places.

Touching the eternal sonship of Christ I hope you are so wise as to receive these good and satisfactory reasons out of [scripture] produced to you by those more learned than me and not to [withstand] any longer in denial thereof but profess your faith therein.

And if they stand upon proof let them be interested to give you time so to doe [bear it humbly strictly &c.].

Ralfe Allestree[2] of Boston in New England planter puts his Sonne Paul Allestree Apprentice unto Valentine Hill of Boston aforesaid merchant with him to dwell & serve by the space of 8 yeares from the first day of Aprill next ensuing the date hereof to be accomplisht & in the meane while to remaine in his house as a servant till the said first of Aprill for meate drinke & cloathes and at the end of the terme double apparell. dated 5. 29. 1641.

I am to pay M[r] Josuah Foote[3] at the Cocke in Grace church streete eight pounds before Christmas next for which M[r] David Offley is bound with me to M[r] Josuah Hewes of Roxbury in New England or els to be there payd to him &c by note or bill dated 27 July 1641.

[1] Cancelled in the original.

[2] I can find no mention in Savage or in the *Boston Town Record* of any Ralfe or Paul Allestree or of any others of that name.

[3] Joshua Foot, an ironmonger of London, was in many ways connected by business with New Englanders. He came to this country in 1653, but died shortly afterwards. Joshua Hewes, a prominent Roxbury man, of whom we have heard before, was administrator to his will, and therefore I doubt not that they had frequent dealings with each other.

[239] Post Mich: 17. Car. 1641.

Layd out for Barnaby Davis for the carriage of a letter to Mr Liggon[1] to the porter & carrier dec. 2. [0—6]

Layd out for Willm Swift[2] for a search in the Affid^t^ office for the affidavit wch Mr Burton produced at New England as at the suit of Andrew Coleman but could not finde the same entered. [0—4*d.*]

[1] This letter of Barnaby Davis is, I suppose, the one in the *Note-book*, p. 210, *ante*.

[2] For this matter see p. 174, *ante*. [And *Mass. Col. Rec.*, i. 298, where the same letter is printed.] This entry and the preceding one were of course made after Lechford found himself back again in England. Michaelmas falls on the 29th of September.

APPENDIX.

[Translation of certain short-hand entries not inserted in their proper places.]

Page 150.

Money received upon my book as appeareth 38l 8s 5d or thereabout beside the debts owing were 8l 18s 10d cost 2–5 — 1640.

Page 153.

April 21, 1640. It is resolved and concluded by the House of Commons that the [select] committees shall confer with the Upper House these three [generals].

[First] General. Of matters of [perversion ?] of religion and to this end they are (first) to consider of the [present confirmation] granted to the convention touching making and altering of canons and other matters in the Church.

(secondly) the complaints and [*indecipherable*] brought in by the Bishops and the Clergy.

(third) the molesting and sentencing of many worthy and conformable ministers because they will not obey the Bishops variable commands.

(fourth) The publishing of Popish books and printing of Popish books and maintaining of Popish [doctrines] in eminent disputations.

[Second] General. The [*several words indecipherable*] and grievances [first] patents monopolies and ship monies.

(second) the enlargements of forests beyond bounds.

(third) Military charges in billeting soldiers.

(fourth) Denying of justice in Courts of Justice in Westminster.

(fifth) The frequent punishing and imprisonment of such as would not condescend to unlawful taxes and monopolies.

[Third] General The breach of the peace of Parliament and the necessity of frequent Parliaments.

News (First) The Countess of Westmoreland is dead.

(Secondly) [Dr. Baker?] is questioned for a [sermon? the words] being these, that between subject and subject it is *meum* and *tuum*, but between the King and his subjects it is *omne meum* and other words against the Parliament.

Page **160.**

Ignorant people. In the number of the ignorant I hold myself and Mr. Burton Mr. Prynne and Dr. [Bastwick] and a [multitude] more. O mercy mercy from all the powers of mercy in heaven and on earth to such as [sin] of ignorance: long live England and English friends. Let them remember that wherever yet a man travel from East to West England is a good land. Ireland also (great almost incomprehensible are the wonders of new plantations[1]) Here are, it is true, some wise men but they want estates and maintenance and this way they are never like to get them I fear. The Patent they think bears them out to uphold these [electory] proceedings although I hear it be declared void and sent for.

The God of Heaven guide his Majesty and his counsels and give to England and the United Kingdoms of our sovereign and all his dominions everlasting truth and peace.

If I come [home] as I hope to doe I shall discourse to you more at large. In the meanwhile I commend you and yours to God not forgetting my best respects unto your beloved mistress [B–k–m] and your neighbors all whom I love and right heartily Mr. Alexander Jett my [summer schoolfellow] and your kinswoman his wife. Rests yours assuredly in all love service and thankfulness.

THOMAS LECHFORD.

Page **193.**

I am summoned to appear in Court to-morrow being the 1. of 10. 1640. The Lord God direct me &c.

May it please your Worship Mr. Governor and the rest of your worships. The occasion of coming here this term before your worships is [about] a certain warrant sent forth against mee which is this to the [effect] of an information by the grand jury in Sept. last. Since that time the General Court was pleased to say something to mee when they brake up as for good counsel to me about tenets and disputations which I have held, advising mee to bear myself in silence and as became mee, I know not how to take that at the present because of a presentment that I know was [on foot] against mee. Yet

[1] Cancelled in the original.

according to that advice I have been hitherto and shall God willing be ready to carry myself for hereafter, and for this matter and time indeed I desire not to trouble your Worships with long speech to divert or hinder your other occasions. I am no pleader by nature. Oratory I have little, and if I had never so expert a faculty that way I should not now use it to make any full defence of my matters; [[1]yet for that part of pleading according to the law of England which consists in chirography I could,] and as for that other part of pleading which consisteth in chirography wherein I had some little skill I do not desire neither to use any of that. Your Worships know that it concerns every man in his answering matters laid to his charge, in pleading to look first to the jurisdiction of the Court, next to the [person] then to the right and so forth to the [plaint and action] of crime and then to look to the challenging of the jury. To cut off all that I desire your Worships to be pleased to accept of this my short acknowledgement that I have, I do confess, too far meddled in some matters of church government and the like which I am not sufficient to understand or declare; and although once I thought myself bound in conscience to say some of those things I have said, yet now I am ashamed of many of them.

[1] Cancelled in the original.

INDEX.

In finishing this Index, the Editor does the last and probably the most important part of his work in the preparation of this book. The Index has been constructed with much care, and it is hoped that it will prove useful. The references have been made to the manuscript pages, except in cases where, a name occurring only in the notes, it was thought best to use the book-page with the letter *n* attached. Such references, then, as 160, *n.*, refer to the book-page. It is hoped that this arrangement may prove as convenient to readers on examination as it has proved to the Editor in preparation.

Not a few errors in the work have been detected in the course of making and verifying this Index. It would be idle, however, to imagine that by the correction of these the Note-book is given to the world without blemish; and for such errors as may remain to annoy the reader the Editor presents herewith his most hearty regrets.

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